

# REVISED AGENDA GARDNER CITY COUNCIL

City Hall – 120 East Main Street -- Gardner, Kansas Monday, November 15, 2021, 7:00 p.m.

\*If you wish to provide written public comment regarding any items below by email, please provide them by noon on November 15, 2021 to <a href="mailto:cityclerk@gardnerkansas.gov">cityclerk@gardnerkansas.gov</a>. The meeting will be open to the public \*

\*Watch this meeting live on the City's YouTube channel at https://www.youtube.com/user/CityofGardnerKS \*

### **CALL TO ORDER**

### PLEDGE OF ALLEGIANCE

#### **PRESENTATIONS**

1. Fire Chief Rob Kirk Retirement Presentation

### **PUBLIC HEARINGS**

#### **PUBLIC COMMENTS**

Members of the public are welcome to use this time to make comments about City matters or items on the agenda that are not part of a public hearing

#### **CONSENT AGENDA**

- 1. Standing approval of the minutes as written for the regular meeting on November 1, 2021
- 2. Standing approval of City expenditures prepared October 26, 2021 in the amount of \$229,275.00; October 29, 2021 in the amount of \$1,365,754.46; and November 5, 2021 in the amount of \$1,401,532.40
- 3. Consider authorizing the execution of a Change Order with RF Sealing and Striping, LLC. for improvements for Gardner Municipal Airport
- 4. Consider authorizing the purchase of a Hydro Excavation Trailer and Valve Exerciser
- 5. Consider authorizing an agreement for construction inspection on the US-56 Reconstruction project
- 6. Consider authorizing the purchase of transformers for Treadway Apartments, Phase 1

### **PLANNING & ZONING CONSENT AGENDA**

#### **COMMITTEE RECOMMENDATIONS**

 Consider adopting an ordinance amending sections of Title 17 of the Land Development Code – Principal Use Signs

#### **OLD BUSINESS**

### **NEW BUSINESS**

1. Consider adopting a resolution amending Resolution No. 2079 to authorize an increase in the cost of improvements to certain main trafficways financed through the issuance of general obligation bonds

**COUNCIL UPDATES** – Oral presentation unless otherwise noted

**EXECUTIVE SESSION** 

**ADJOURNMENT** 



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The City Council of the City of Gardner, Kansas met in regular session on November 1, 2021, at 7:00 p.m. in the Council Chambers at Gardner City Hall, 120 East Main Street, Gardner, Kansas, with Mayor Steve Shute presiding. Present were Councilmembers Todd Winters, Mark Baldwin, Kacy Deaton, Randy Gregorcyk, and Tory Roberts. City staff present were City Administrator James Pruetting; Deputy City Administrator Amy Nasta; Finance Director Matthew Wolff; Police Chief James Belcher; Utilities Director Gonz Garcia; Parks and Recreation Director Jason Bruce; Community Development Director David Knopick; Public Works Director Kellen Headlee; City Attorney Ryan Denk; and City Clerk Sharon Rose. Others present included those listed on the sign-in sheet and others who did not sign in.

### **CALL TO ORDER**

There being a quorum of Councilmembers present, Mayor Shute called the meeting to order at 7:00 p.m.

### PLEDGE OF ALLEGIANCE

Mayor Shute led those present in the Pledge of Allegiance.

#### **PRESENTATIONS**

1. Proclaim November 1, 2021 as Gardner Gold Special Olympics Day in the City of Gardner, Kansas

Mayor Shute read into record a proclamation recognizing November 1, 2021 as Gardner Gold Special Olympics Day in the City of Gardner, Kansas.

### **PUBLIC HEARINGS**

#### **PUBLIC COMMENTS**

No members of the public came forward.

### **CONSENT AGENDA**

- 1. Standing approval of the minutes as written for the regular meeting on October 18, 2021
- 2. Standing approval of City expenditures prepared September 30, 2021 in the amount of \$5,635,562.29; October 1, 2021 in the amount of \$417,352.07; and October 8, 2021 in the amount of \$311,436.03
- 3. Consider an appointment to the Citizens Police Advisory Committee
- 4. Consider authorizing the execution of a contract for the Prairie Trace West Sewer Interceptor Project

Councilmember Deaton made a motion to approve the Consent Agenda.

Councilmember Baldwin Seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

### **PLANNING & ZONING CONSENT AGENDA**

### **COMMITTEE RECOMMENDATIONS**

### **OLD BUSINESS**

### **NEW BUSINESS**

1. Consider adopting an ordinance amending Ordinance No. 2640 of the City in connection with the Waverly Plaza Community Improvement District

Finance Director Matt Wolff said on December 16, 2019, City Council approved the establishment of a CID for the Waverly Plaza Development. The start date of district was set for January 1, 2022. At this time, there are no existing businesses within the district to generate sales tax. The purpose of this ordinance is to remove the January 1, 2022, start date and provide substitute language regarding the timing of the CID sales tax collection. In the proposed ordinance, the collection of the CID sales tax would now commence on either the date that the first retail user within the CID is open for business, or such other date as determined by the City, or the earliest date

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following the foregoing on which the Kansas Department of Revenue agrees to begin the imposition of the CID Sales Tax.

Councilmember Gregorcyk clarified the \$34,000 would be reimbursed through the CID. Director Wolff confirmed and explained that the \$34,000 is the city's annual debt service for its part of the special benefit district. The city has first rights to the CID, and staff recommends delaying it to make sure the project is successful and ensure the city's long-term reimbursement of those costs. Mayor Shute said he is against an indefinite extension. Councilmember Baldwin had the same concern, but noted the second option is a date selected by the city. Wolff said they look at what's in the city's best interests. This approach will also help the project be more successful. Gregorcyk asked if the land bank is an option if the project doesn't start. City Administrator Pruetting said the land bank is a separate project and is under discussion. Councilmember Roberts noted this would fall under ordinance review.

Councilmember Deaton made a motion to adopt an ordinance amending Ordinance No. 2640 of the City of Gardner, Kansas, in connection with the Waverly Plaza Community Improvement District in the City

Councilmember Gregorcyk Seconded.

With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned Ordinance number 2720.

Baldwin: Yes
Deaton: Yes
Roberts: Yes
Winters: Yes
Gregorcyk: Yes

### 2. Consider accepting a voluntary annexation with landowner consent

Community Development Director Dave Knopick said this is a housekeeping item. The owners requested a voluntary annexation of a small strip of land adjacent to a parcel already annexed into the city. This strip of land was not included in the previous annexation process.

Councilmember Deaton made a motion to accept the Voluntary Consent Annexation request of the Thomas C. Trigg and Julie G. Trigg property and adopt an ordinance annexing land to the City of Gardner, Kansas Councilmember Baldwin Seconded.

With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned Ordinance number 2721.

Deaton: Yes
Roberts: Yes
Winters: Yes
Gregorcyk: Yes
Baldwin: Yes

### 3. Consider a resolution providing the Authority to Award a contract with the Kansas Department of Transportation (KDOT) for the US-56 Reconstruction project

City Engineer Tim McEldowney said KDOT recently opened bids on the project. Amino Brothers is the apparent low bidder. KDOT needs the city to authorize them to proceed with the award. The document for approval tonight commits the city to paying its portion. When applying for funding, the city did three grant applications for \$1 Million each, and they were awarded. The estimate at that time was \$5.4 Million for construction. Right now, it's \$6.13 Million. KDOT has agreed to give an additional \$350,000 toward the project. Included with the original \$3 Million, the city's share is \$2.78 Million. The final amount will be determined when the project is over.

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Councilmember Winters asked about the timeline. Mr. McEldowney said it takes a couple months for awarding. The contractor should start the project around February. Mayor Shute asked if KDOT will be filling potholes until then. McEldowney said KDOT is responsible until the project starts, then the contractor will be responsible for maintaining the road. Winters asked if there is any preliminary work they can complete. McEldowney said those items have already been addressed. Winters asked how long the project will last. McEldowney said 11 months. Councilmember Gregorcyk asked, with CARS funding, would the city's all-in amount be \$2.046 Million. McEldowney confirmed, for construction. Councilmember Roberts asked about lane closures. McEldowney said they will have one lane open in each direction and will maintain one access to each business. Councilmember Baldwin asked when they will install the traffic signal at QuikTrip. McEldowney said they don't activate those until the project is complete and all four lanes are open.

Councilmember Deaton made a motion to adopt a resolution providing the Authority to Award the Contract and Commitment of City Funds for the US-56 Reconstruction Project

Councilmember Gregorcyk Seconded.

With all of the Councilmembers voting in favor of the motion, the Resolution passed and was assigned Resolution number 2095.

Roberts: Yes
Winters: Yes
Gregorcyk: Yes
Baldwin: Yes
Deaton: Yes

### **COUNCIL UPDATES**

Director Bruce thanked the Special Olympics parents, participants, and volunteers for coming out. Bruce also thanked staff and volunteers for Boo Bash. They sold 1100 wrist bands.

Director Knopick provided an update on October building permits. They issued 22 single-family permits, representing 30% of the single-family permits for the year. There are several more in review currently. It's a busy end of year for residential permits.

Director Garcia said, due to gas price volatility, KMEA is offering a PPA for member cities, from December 21 to February 22. The price they are offering is \$86, and the current price is \$35-\$40. The numbers don't work on an early analysis, but staff can do more in-depth analysis and modeling. City Administrator Pruetting said it will cost \$500,000 to insure against losses up to \$2 Million. The current projections are 40% below reaching the threshold. Councilmember Gregorcyk asked what happens over the \$2 Million. Pruetting said the city would pay any overage. Mayor Shute said at most they are forgoing \$1.5 Million. He is not in favor of it. Baldwin said everything is showing 30-40% increases, and it seems KMEA is taking advantage. It's an unnecessary cost, but no harm in getting detailed numbers. Garcia said they have a contract for 1 megawatt at \$20 per MWh from WAPA. GRDA is \$25-\$28. Marshall is \$33. They have 10 megawatts. The average capacity during the winter load is 25. They have to go to the market to buy the other 15 needed. KMEA is proposing 7.5 out of that 15 on a PPA for \$86. Councilmember Deaton asked how long they have to decide. Garcia said earlier is better. Shute didn't understand why KMEA wouldn't consider a potential hedge contract on natural gas prices, which is the power source for Dogwood. Garcia said they are meeting with Dogwood to discuss the gas availability. Garcia said out of 30 cities only 4 have ownership in Dogwood. Baldwin asked if they can buy calls on futures for natural gas. Wolff said they haven't considered it, but can look into it.

Captain Krout said they had a safe and happy Halloween. Officers handed out candy on patrol when not on calls. Councilmember Roberts received a complaint about fireworks on Halloween, and asked if the police received any calls. Krout doesn't know if they got calls through dispatch. There are always some fireworks on every holiday. Roberts asked if they should remind residents of the rules before holidays. Krout said they can remind residents, but they are going to continue to do it.

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City Administrator Pruetting said they got snow removal for downtown businesses survey out. It will run through November 9, and staff will bring results for next meeting.

Councilmember Roberts said tomorrow is Election Day. Go vote; that's how the system works. Good luck to everyone running.

Councilmember Gregorcyk appreciated the police and fire departments out on Halloween. He wishes everyone running for a seat good luck, and encourages everyone to get out and vote tomorrow.

Councilmember Baldwin discussed filling the council seat if there's a vacant term left by the mayoral race. He suggested advertising the open position on November 3 and having interviews to take place on December 6. City Clerk Rose said the results won't be certified on November 3. Baldwin said if it's a significant margin, they can post. Councilmember Roberts said if they have new members, they would have the opportunity to interview. Councilmember Winters supports letting new members have time to acclimate. Councilmember Deaton likes the idea, but doesn't want the clerk to have to decide on the unofficial threshold. Baldwin said they can choose the threshold by consensus. Mayor Shute supports waiting for final certifications. City Attorney Denk said there isn't a true vacancy until officers are sworn in. Baldwin said there would be a vacancy when the election is finished. Denk said the law states the incumbent stays in the position until their replacement is sworn in. Baldwin said they will know there will be an opening on the 6th right after the swearing in. Denk said the process to fill vacancies are the occurrence of a vacancy. Deaton said they won't have an official vacancy until the 6th, and can post the opening, and interview the first meeting in January. Roberts supports waiting until vacancy happens. She doesn't understand the rush. Baldwin said there's no reason to delay it. Denk said the ordinance has shortened the lame duck period. Shute said it won't be a lame duck period in December, as they would have a quorum of elected officials. Deaton said they have to wait until an official vacancy. Baldwin said the governing body can set this for the future. Winters supports leaving it the way it is. Roberts said if it was presented in July or August, it may have been favorable, but this is too rushed. Shute asked if Baldwin wants to pursue this before the next election. Baldwin supports that. Shute said there is no consensus to deliberate an ordinance tonight.

Mayor Shute said tomorrow, one member of the council will be voted the next mayor of Gardner. It's been fun and challenging. The public doesn't know how difficult it is to be an elected official or mayor. He will be happy to assist the new mayor in a smooth transition. Good luck to councilmember Baldwin on his council seat. Get out and vote, exercise your voice.

### **EXECUTIVE SESSION**

### **ADJOURNMENT**

| There | being  | no f | further | business | to c | come be | fore the | ne Co   | uncil, | on a  | motion  | duly  | made                | by ( | Council | lmemb | er |
|-------|--------|------|---------|----------|------|---------|----------|---------|--------|-------|---------|-------|---------------------|------|---------|-------|----|
| Grego | rcyk a | nd s | econd   | ed by Co | unci | lmembe  | er Dea   | iton th | ne me  | eting | adjouri | ned a | t 7:45 <sub> </sub> | o.m. |         |       |    |

|  | City Clerk | _ |
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PREPARED 10/26/2021, 9:55:42

EXPENDITURE APPROVAL LIST

AS OF: 10/26/2021 PAYMENT DATE: 10/26/2021

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PROGRAM: GM339L

CITY OF GARDNER

| VEND NO INVOICE NO  | SEQ# | VENDOR NAME VOUCHER P.O. NO NO | BNK CHECK/DUE<br>DATE | ACCOUNT<br>NO      | ITEM<br>DESCRIPTION                    | CHECK<br>AMOUNT          | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---------------------|------|--------------------------------|-----------------------|--------------------|--|--------------------------|---------------------------------|
| 0002336<br>10222021 | 00   | DAVIS, PHIL<br>005519          | 00 10/26/2021         | 001-6110-461.54-51 | DJ SERVICES                            | 275.00                   |                                 |
| 0001024             | 00   | <b>V</b> DΩΨ                   |                       |                    | VENDOR TOTAL *                         | 275.00                   |                                 |
| 0001034<br>08052021 | 00   | KDOT<br>PI0575 007789          | 00 08/05/2021         | 117-3130-431.62-07 | SAFE ROUTE TO SCHOOL                   | 229,000.00               |                                 |
|                     |      |                                |                       |                    | VENDOR TOTAL * TOTAL EXPENDITURES **** | 229,000.00<br>229,275.00 |                                 |
|                     |      |                                |                       | GRAND TOTA         | L ***********                          |                          | 229,275.00                      |

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| 0000052<br>36536         | 00   | ALLENBRAND-D<br>005525               | REWS & ASSOC. II<br>00 10/29/2021 |  | EASEMENT STAKING                     | EFT:            | 4,060.00                        |
|                          |      |                                      |                                   |  | VENDOR TOTAL *                       | .00             | 4,060.00                        |
| 0099999<br>000062741     | 00   | ALLEYNE, STA<br>UT                   | CEY<br>00 09/13/2019              | 501-0000-229.00-00                       | FINAL BILL REFUND                    | CHECK #: 127387 | 10.00-                          |
|                          |      |                                      |                                   |  | VENDOR TOTAL *                       | .00             | 10.00-                          |
| 0004642                  | 00   | ALLIED POWER                         | GROUP, LLC                        |  |                                      |                 |                                 |
| 009226-2                 |      | 005526                               | 00 10/29/2021                     | 501-4120-441.31-15                       | COOLER REPAIR                        | EFT:            | 506.00                          |
| 0000636                  | 0.0  | 11000 010101                         |                                   |  | VENDOR TOTAL *                       | .00             | 506.00                          |
| 0002636<br>01333223      | 00   | ALTEC CAPITA 005527                  | L SERVICES, LLC 00 10/29/2021     | 501-4130-441.44-02                       | LEASE TR# 401                        | ₽₽ <b>₽</b> •   | 3,645.52                        |
| 01333223                 |      | 005527                               | 00 10/29/2021                     | 501-4130-441.44-02                       | LEASE TR# 401<br>LEASE TR# 413       | EFT:<br>EFT:    | 4,620.94                        |
| 01333225                 |      | 005529                               | 00 10/29/2021                     | 501-4130-441.44-02                       | LEASE TR# 413<br>LEASE TR# 402 & 405 | EFT:            | 5,821.88                        |
| 01333226                 |      | 005530                               | 00 10/29/2021                     | 501-4130-441.44-02                       | LEASE TR# 432                        | EFT:            | 3,440.80                        |
| 01333227                 |      | 005531                               | 00 10/29/2021                     | 501-4130-441.44-02                       | LEASE TR# 403                        | EFT:            | 3,459.41                        |
|                          |      |                                      |                                   |  | VENDOR TOTAL *                       | .00             | 20,988.55                       |
| 0000029                  | 00   | ALTEC INDUST                         | <del>-</del>                      | E01 4120 441 E0 04                       |                                      |                 | 145 56                          |
| 11766047                 |      | 005532                               | 00 10/29/2021                     | 501-4130-441.52-04                       | REPLACEMENT PARTS                    | EFT:            | 145.76                          |
| 0004220                  | 00   | AMEDICAN PEV                         | TOTTE MITTE TNO                   |  | VENDOR TOTAL *                       | .00             | 145.76                          |
| 34104                    | 00   | AMERICAN TEX 005533                  | TILE MILLS, INC 00 10/29/2021     | 521-4230-442.52-20                       | WIPERS                               | EFT:            | 84.78                           |
| 34104                    |      | 005534                               | 00 10/29/2021                     | 531-4330-443.52-20                       | WIPERS                               | EFT:            | 84.78                           |
|                          |      |                                      |                                   |  | VENDOR TOTAL *                       | .00             | 169.56                          |
| 0001986                  | 00   | ANIXTER, INC                         | 1                                 |  | - <del> </del>                       |                 |                                 |
| 5013441-00               | )    | 005535                               | 00 10/29/2021                     | 501-4130-441.52-31                       | TRANSFORMER BLOCKS                   | EFT:            | 2,660.24                        |
| 5066754-03               | 3    | 005536                               | 00 10/29/2021                     | 501-4130-441.52-31                       | NEPTCO MULE TAPE                     | EFT:            | 1,630.65                        |
| 5068237-01               |      | 005537                               | 00 10/29/2021                     | 501-4130-441.52-31                       | TRANSFORMER BLOCKS                   | EFT:            | 1,596.15                        |
| 5090740-00               | )    | PI0582 007790                        | 00 10/15/2021                     | 501-4130-441.52-31                       | CONDUIT/GROUND ROD                   | EFT:            | 6,385.68                        |
| 0000050                  | 0.0  |                                      |                                   | _  | VENDOR TOTAL *                       | .00             | 12,272.72                       |
| 0000058                  | 00   |                                      | S CITY, LTD. INC                  |  | MONIMITY DITTING                     |                 | 100 05                          |
| 7589-10162               |      | 005538                               | 00 10/29/2021                     | 501-4110-441.40-03                       | MONTHLY BILLING                      | EFT:            | 188.85                          |
| 7589-10162<br>7589-10162 |      | 005539<br>005540                     | 00 10/29/2021<br>00 10/29/2021    | 521-4230-442.31-15<br>531-4330-443.31-15 | MONTHLY BILLING MONTHLY BILLING      | EFT:<br>EFT:    | 28.87<br>28.87                  |
| 7303 10102               |      | 003340                               | 00 10/25/2021                     | 331 1330 113.31 13                       |                                      |                 |                                 |
| 0002764                  | 00   | APPLIED CONC                         | 'EDTS                             |  | VENDOR TOTAL *                       | .00             | 246.59                          |
| 389699                   | 00   | 005645                               | 00 10/29/2021                     | 001-2120-421.61-09                       | RADAR FOR NEW UNIT                   | EFT:            | 3,204.00                        |
|                          |      |                                      |                                   |  | VENDOR TOTAL *                       | .00             | 3,204.00                        |
| 0000250<br>148002        | 00   | ASPHALT SALE 005541                  | S COMPANY<br>00 10/29/2021        | 551-4520-445.43-01                       | ASPHALT                              | EFT:            | 735.76                          |
| <b></b>                  |      |                                      |                                   |  |                                      |                 |                                 |
| 0099999                  | 00   | BALLOU, MARK                         | <u>-</u>                          |  | VENDOR TOTAL *                       | .00             | 735.76                          |
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PROGRAM: GM339L AS OF: 10/29/2021 PAYMENT DATE: 10/29/2021

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| 0099999               | 00          | BALLOU, MARK                         |                              | E01_0000 220 00 00 | ETNIAT DITT DESIME      | CUECE #. 107262              | 27 00                           |
| 000060761             |             | UT                                   | 00 09/06/2019                | 501-0000-229.00-00 | FINAL BILL REFUND       | CHECK #: 127363              | 27.09-                          |
| 0004000               | 00          |                                      | MODIZ MET TON                |                    | VENDOR TOTAL *          | .00                          | 27.09-                          |
| 0004092<br>GARDNER PI | 00<br>BC12= | BANK OF NEW 2005643                  | YORK MELLON<br>00 10/29/2021 | 301-9100-491.71-01 | 2012A PBC               | CHECK #: 105                 | 470,000.00                      |
| GARDNER PI            |             |                                      | 00 10/29/2021                | 301-9100-491.71-01 | 2012A PBC<br>2012A PBC  | CHECK #: 105<br>CHECK #: 105 | 5,287.50                        |
| GARDNER PI            |             |                                      | 00 10/29/2021                | 301-9100-491.71-02 | 2012A PBC<br>2012A PBC  | CHECK #: 105<br>CHECK #: 105 | 10.00                           |
|                       |             |                                      |                              |                    | VENDOR TOTAL *          | .00                          | 475,297.50                      |
| 0001405               | 00          | BEST LAWN CA                         | RE                           |                    |                         |                              | ,                               |
| GEC063021             |             | 005542                               | 00 10/29/2021                | 501-4110-441.31-15 | MOWING                  | EFT:                         | 1,185.00                        |
| GEC073121             |             | 005543                               | 00 10/29/2021                | 501-4110-441.31-15 | MOWING                  | EFT:                         | 1,600.00                        |
| GEC083121             |             | 005544                               | 00 10/29/2021                | 501-4110-441.31-15 | MOWING                  | EFT:                         | 1,125.00                        |
| GEC093021             |             | 005545                               | 00 10/29/2021                | 501-4110-441.31-15 | MOWING                  | EFT:                         | 1,530.00                        |
|                       |             |                                      |                              |                    | VENDOR TOTAL *          | .00                          | 5,440.00                        |
| 0099999               | 00          | BETHEL ESTAT                         |                              | 501-0000-220 00 00 | MANTIAT CUECU           | <b>○□□○▽ #. 1976</b> □□      | 27.29-                          |
| 000014633             |             | UT                                   | 00 11/22/2019                | 501-0000-229.00-00 | MANUAL CHECK            | CHECK #: 127655              |                                 |
| 0004021               | 00          | DT/IIIITT T                          | ND 7                         |                    | VENDOR TOTAL *          | .00                          | 27.29-                          |
| 0004831<br>09212021   | 00          | BICKNELL, LO<br>005546               | 00 10/29/2021                | 001-2110-421.46-01 | CONTINUING ED. TRAINING | 147.50                       |                                 |
|                       |             |                                      |                              |                    | VENDOR TOTAL *          | 147.50                       |                                 |
| 0002847<br>10082021   | 00          | BLACK HILLS 005645                   | ENERGY 00 10/29/2021         | 501-4120-441.31-15 | MONTHLY BILLING         | EFT:                         | 2,668.84                        |
|                       |             |                                      |                              |                    |                         |                              |                                 |
| 0000001               | 00          | CENTURYLINK                          |                              |                    | VENDOR TOTAL *          | .00                          | 2,668.84                        |
| 313239127             |             |                                      | 00 10/29/2021                | 531-4320-443.40-03 | MONTHLY BILLING         | 282.66                       |                                 |
| 313440714             |             |                                      | 00 10/29/2021                | 551-4520-445.40-03 | MONTHLY BILLING         | 215.43                       |                                 |
|                       |             |                                      |                              |                    | VENDOR TOTAL *          | 498.09                       |                                 |
| 0003324               | 00          |                                      | PORTS CORP                   |                    |                         |                              |                                 |
| 21003                 |             | 005645                               | 00 10/29/2021                | 001-6110-461.47-53 | FALL MICRO SOCCER       | EFT:                         | 3,250.00                        |
| 21003                 |             | 005645                               | 00 10/29/2021                | 001-6110-461.47-53 | PDP                     | EFT:                         | 720.00                          |
| 0001842               | 00          | CITY OF OLAT                         | יטפי                         |                    | VENDOR TOTAL *          | .00                          | 3,970.00                        |
| 63828                 | 00          | 005549                               | 00 10/29/2021                | 531-4320-443.31-15 | LAB TESTS               | EFT:                         | 402.00                          |
|                       |             |                                      |                              |                    | VENDOR TOTAL *          | .00                          | 402.00                          |
| 0004644               | 00          | CORE & MAIN                          |                              |                    |                         |                              |                                 |
| P410647               |             | 005645                               | 00 10/29/2021                | 521-4230-442.52-32 | HYMAX                   | 440.50                       |                                 |
| 00000                 | 00          |                                      |                              |                    | VENDOR TOTAL *          | 440.50                       |                                 |
| 0099999<br>000051387  | UU          | COX, BRIAN<br>UT                     | 00 04/10/2020                | 501-0000-229.00-00 | FINAL BILL REFUND       | CHECK #: 128104              | 9.59-                           |
|                       | _           |                                      |                              |                    | VENDOR TOTAL *          | .00                          | 9.59-                           |
| 0004795               | 00          | CRAFCO, INC.                         |                              |                    |                         |                              |                                 |

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AS OF: 10/29/2021 PAYMENT DATE: 10/29/2021

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| PROGRAM:   | GM339L |  |  |
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|                |  | BNK CHECK/DUE<br>DATE  | ACCOUNT<br>NO  | ITEM DESCRIPTION   | CHECK<br>AMOUNT   | EFT, EPAY OR HAND-ISSUED AMOUNT   |
|----------------|--|--|--|--|---|---|
|                |  |  |  |  | ·   |   |
| 00             | CRAFCO, INC.<br>005550<br>005645                   | 00 10/29/2021<br>00 10/29/2021   | 001-3120-431.52-08<br>117-3120-431.43-06   | COLD PATCH<br>CRACKFILL MATERIAL   | EFT:  | 600.00<br>4,725.00  |
|                |  |  |  | VENDOR TOTAL *   | .00   | 5,325.00  |
| 00             | DARREN CHARLE<br>004880                            | ES EVENING<br>00 07/05/2019  | 001-0000-349.01-00   | OVERPAYMENT #093475  | CHECK #: 127142   | 45.00-  |
| 0.0            |  |  |  | VENDOR TOTAL *   | .00   | 45.00-  |
| 00             | 005645   | 00 10/29/2021  | 001-2120-421.53-02   | CAPS   | 40.00   |   |
| 0.0            |  |  |  | VENDOR TOTAL *   | 40.00   |   |
| 00             | 000279   | 00 02/14/2020  | 001-0000-228.30-00   | CASH BOND REFUND   | CHECK #: 127912   | 5.00-   |
| 0.0            |  |  |  | VENDOR TOTAL *   | .00   | 5.00-   |
| 00<br>21<br>21 |  |  | 521-4220-442.52-13<br>521-4220-442.52-13   | CHLORINE<br>CHLORINE   | EFT:  | 566.00<br>1,450.00  |
|                |  |  |  | VENDOR TOTAL *   | .00   | 2,016.00  |
| 00<br>102      | EVERGY<br>1005645                                  | 00 10/29/2021  | 531-4320-443.40-05   | MONTHLY BILLING  | 331.23  |   |
|                |  |  |  | VENDOR TOTAL *   | 331.23  |   |
| 00             | EVOQUA WATER 005551                                | TECH, LLC<br>00 10/29/2021   | 531-4320-443.31-15   | SUPPLIES   | EFT:  | 306.32  |
|                |  |  |  | VENDOR TOTAL *   | .00   | 306.32  |
| 00             | EWING IRRIGA'                                      | TION PRODUCTS,<br>00 10/29/2021  | INC<br>001-6120-461.52-01  | TURF PROGRAM   | 3,560.83  |   |
| 0.0            |  |  |  | VENDOR TOTAL *   | 3,560.83  |   |
| 3              | 005553   | 00 10/29/2021  | 501-4130-441.52-12   | DISCS AND WHEELS   | EFT:  | 201.84  |
| 0.0            |  |  |  | VENDOR TOTAL *   | .00   | 201.84  |
| 00             | TIRTH, ASHLE<br>UT                                 | 00 04/24/2020  | 501-0000-229.00-00   | FINAL BILL REFUND  | CHECK #: 128140   | 48.67-  |
|                |  |  |  | VENDOR TOTAL *   | .00   | 48.67-  |
| 00             | FLEX MADE EA                                       | SY<br>00 10/29/2021  | 721-0000-202.03-11   | CONTRIBUTIONS  | EFT:  | 935.32  |
| 0.0            | <b>~~~~~</b>                                       | G 0.17   |  | VENDOR TOTAL *   | .00   | 935.32  |
| UU             | GABRIEL JOHN<br>008496                             | SON<br>00 10/18/2019   | 001-0000-347.04-00   | GRAND SLAM - REFUND  | CHECK #: 127541   | 40.00-  |
| 00             | GALLS, LLC   |  |  | VENDOR TOTAL *   | .00   | 40.00-  |
|                | 00<br>00<br>00<br>00<br>21<br>00<br>21<br>00<br>00 | VOUCHER P.O. NO NO NO NO OCRAFCO, INC. 005550 005645  OO DARREN CHARL 004880  OO DATCO, INC 005645  OO DIANSHAI SHE 000279  OO DPC INDUSTRI 21 PI0578 007585 21 005628  OO EVERGY 1021005645  OO EVOQUA WATER 005551  OO EWING IRRIGA 005552  OO FASTENAL CO. 3 005553  OO FIRTH, ASHLE UT  OO GABRIEL JOHN 008496 | VOUCHER P.O. BNK CHECK/DUE NO NO DATE  00 CRAFCO, INC. 005550 00 10/29/2021 005645 00 10/29/2021  00 DARREN CHARLES EVENING 004880 00 07/05/2019  00 DATCO, INC 005645 00 10/29/2021  00 DIANSHAI SHERRELL SMITH 000279 00 02/14/2020  00 DPC INDUSTRIES INC 21 P10578 007585 00 10/07/2021 21 005628 00 10/29/2021  00 EVERGY 1021005645 00 10/29/2021  00 EVOQUA WATER TECH, LLC 005551 00 10/29/2021  00 EVOQUA WATER TECH, LLC 005552 00 10/29/2021  00 FASTENAL CO. 3 005553 00 10/29/2021  00 FASTENAL CO. 3 005553 00 10/29/2021  00 FIRTH, ASHLEY UT 00 04/24/2020  00 FLEX MADE EASY 005554 00 10/29/2021  00 GABRIEL JOHNSON 00 10/18/2019 | VOUCHER P.O. BNK CHECK/DUE ACCOUNT NO NO DATE NO  OCRAFCO, INC. 005550 00 10/29/2021 001-3120-431.52-08 117-3120-431.43-06  OC DARREN CHARLES EVENING 004880 00 07/05/2019 001-0000-349.01-00  OD DATCO, INC 005645 00 10/29/2021 001-2120-421.53-02  OC DIANSHAI SHERRELL SMITH 000279 00 02/14/2020 001-0000-228.30-00  OD DPC INDUSTRIES INC 21 P10578 007585 00 10/07/2021 521-4220-442.52-13 221 005628 00 10/29/2021 521-4220-442.52-13 00 EVERGY 1021005645 00 10/29/2021 531-4320-443.40-05  OC EVOQUA WATER TECH, LLC 005551 00 10/29/2021 531-4320-443.31-15  OC EWING IRRIGATION PRODUCTS, INC 005552 00 10/29/2021 501-6120-461.52-01  OC FASTENAL CO. 005553 00 10/29/2021 501-4130-441.52-12  OC FIRTH, ASHLEY UT 00 04/24/2020 501-0000-229.00-00  OC FLEX MADE EASY 005554 00 10/29/2021 721-0000-220.03-11  OC GABRIEL JOHNSON 00 10/18/2019 001-0000-347.04-00 | VOICHER P.O.   BNK CHECK/DUE NO | CAPTOON   No.   No. |

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### EXPENDITURE APPROVAL LIST

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AS OF: 10/29/2021 PAYMENT DATE: 10/29/2021

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| VEND NO INVOICE NO            | SEQ# | VENDOR NAME<br>VOUCHER P.O.<br>NO NO | BNK CHECK/DUE<br>DATE          | ACCOUNT<br>NO                            | ITEM<br>DESCRIPTION                    | CHECK<br>AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|-------------------------------|------|--------------------------------------|--------------------------------|--|--|-----------------|---------------------------------|
| 0000086                       | 00   | GALLS, LLC                           | 00 10/00/0001                  | 001 0100 401 52 00                       |  |                 | 105.00                          |
| 019568860<br>019582490        |      | 005555<br>005556                     | 00 10/29/2021<br>00 10/29/2021 | 001-2120-421.53-02<br>001-2120-421.53-02 | PATROL BOOTS - WAGGONER<br>NAMETAGS    | EFT:            | 125.00<br>15.47                 |
| 000000                        | 0.0  |                                      | ) DODY                         |  | VENDOR TOTAL *                         | .00             | 140.47                          |
| 0000089<br>7636               | 00   | GARDNER AUTO 005557                  | 00 10/29/2021                  | 117-3120-431.62-05                       | TOWING                                 | 120.00          |                                 |
| 000000                        | 0.0  |                                      |                                |  | VENDOR TOTAL *                         | 120.00          |                                 |
| 0099999<br>76500              | 00   | GARRET MCNAM<br>005503               | 00 07/26/2019                  | 001-0000-228.30-00                       | BOND REFUND #76500                     | CHECK #: 127223 | 150.00-                         |
| 0001040                       | 0.0  |                                      | ODG TNG                        |  | VENDOR TOTAL *                         | .00             | 150.00-                         |
| 0001840<br>INV2485288         | 00   | GT DISTRIBUT 005645                  | 00 10/29/2021                  | 001-2120-421.52-20                       | AMMO                                   | EFT:            | 579.80                          |
| 0000285                       | 00   | HARRISON MAC                         | CHINE SHOP & WELI              | DING INC                                 | VENDOR TOTAL *                         | .00             | 579.80                          |
| 57190<br>57198                | 00   | 005558<br>005559                     | 00 10/29/2021<br>00 10/29/2021 | 501-4140-441.63-73<br>501-4140-441.63-73 | WATER METER COVER<br>WATER METER COVER | EFT:            | 1,109.00<br>847.00              |
| 000001                        | 0.0  | 113 GMW 31:13 DDG                    | •                              |  | VENDOR TOTAL *                         | .00             | 1,956.00                        |
| 0000201<br>10210455           | 00   | HASTY AWARDS                         | 00 10/29/2021                  | 001-6110-461.47-53                       | MEDALS                                 | EFT:            | 651.03                          |
| 0000770                       | 0.0  | 1131.W/T316 T316                     | 4                              |  | VENDOR TOTAL *                         | .00             | 651.03                          |
| 0003739<br>6040360<br>6038665 | 00   | HAWKINS, INC<br>005562<br>005561     | 00 10/29/2021<br>00 10/29/2021 | 521-4220-442.52-12<br>531-4320-443.52-13 | VACUUM REGULATOR<br>SUPPLIES           | EFT:            | 2,102.85<br>1,054.00            |
|                               |      |                                      |                                |  | VENDOR TOTAL *                         | .00             | 3,156.85                        |
| 0005013<br>W339229            | 00   | HSA BANK<br>005630                   | 00 10/26/2021                  | 001-1140-411.31-15                       | HSA SERVICE FEE                        | CHECK #: 131    | 94.50                           |
|                               |      |                                      |                                |  | VENDOR TOTAL *                         | .00             | 94.50                           |
| 0099999<br>000063885          | 00   | HUANG, HAOSH<br>UT                   | IEN<br>00 05/08/2020           | 501-0000-229.00-00                       | FINAL BILL REFUND                      | CHECK #: 128190 | 57.97-                          |
|                               |      |                                      |                                |  | VENDOR TOTAL *                         | .00             | 57.97-                          |
| 0005000<br>702625433          | 00   | HUMANA INSUR                         | 2ANCE COMPANY<br>00 10/29/2021 | 001-1120-411.21-01                       | MONTHLY BILLING                        | EFT:            | 4,451.00                        |
| 702625433                     |      | 005566                               | 00 10/29/2021                  | 001-1140-411.21-01                       | MONTHLY BILLING                        | EFT:            | 1,072.44                        |
| 702625433                     |      | 005567                               | 00 10/29/2021                  | 001-1150-411.21-01                       | MONTHLY BILLING                        | EFT:            | 536.22                          |
| 702625433                     |      | 005569                               | 00 10/29/2021                  | 001-1305-413.21-01                       | MONTHLY BILLING                        | EFT:            | 1,556.32                        |
| 702625433                     |      | 005570                               | 00 10/29/2021                  | 001-1310-413.21-01                       | MONTHLY BILLING                        | EFT:            | 5,183.80                        |
| 702625433<br>702625433        |      | 005572<br>005574                     | 00 10/29/2021<br>00 10/29/2021 | 001-1330-413.21-01<br>001-2110-421.21-01 | MONTHLY BILLING MONTHLY BILLING        | EFT:<br>EFT:    | 2,229.26<br>7,450.22            |
| 702625433                     |      | 005575                               | 00 10/29/2021                  | 001-2110-421.21-01                       | MONTHLY BILLING                        | EFT:            | 19,770.89                       |
| 702625433                     |      | 005576                               | 00 10/29/2021                  | 001-2130-421.21-01                       | MONTHLY BILLING                        | EFT:            | 536.22                          |
| 702625433                     |      | 005577                               | 00 10/29/2021                  | 001-3116-431.21-01                       | MONTHLY BILLING                        | EFT:            | 1,020.10                        |

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PROGRAM: GM339L AS OF: 10/29/2021 PAYMENT DATE: 10/29/2021

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| VEND NO INVOICE NO     | SEQ#         | VENDOR NAME<br>VOUCHER P.O.<br>NO NO | BNK      | CHECK/DUE<br>DATE        | ACCOUNT<br>NO                            | ITEM<br>DESCRIPTION             | AM       | CHECK  | EFT, EPAY OR HAND-ISSUED AMOUNT |
| 0005000                | 00           |                                      |          |                          |  |                                 |          |        |                                 |
| 0005000                | 00           |                                      |          | COMPANY                  | 001 2120 421 21 01                       | MONIMITY DITTING                |          | nom.   | F 1F2 04                        |
| 702625433              |              | 005578                               |          | 10/29/2021               | 001-3120-431.21-01                       | MONTHLY BILLING                 |          | EFT:   | 5,152.84                        |
| 702625433<br>702625433 |              | 005579<br>005587                     |          | 10/29/2021<br>10/29/2021 | 001-3130-431.21-01<br>001-6105-461.21-01 | MONTHLY BILLING MONTHLY BILLING |          | EFT:   | 4,661.44<br>3,301.70            |
| 702625433              |              | 005588                               |          | 10/29/2021               | 001-6103-461.21-01                       | MONTHLY BILLING                 |          | EFT:   | 4,972.68                        |
| 702625433              |              | 005589                               |          | 10/29/2021               | 001-0120-401.21-01                       | MONTHLY BILLING                 |          | EFT:   | 3,490.76                        |
| 702625433              |              | 005590                               |          | 10/29/2021               | 001-7110-471.21-01                       | MONTHLY BILLING                 |          | EFT:   | 2,911.32                        |
| 702625433              |              | 005580                               |          | 10/29/2021               | 501-4110-441.21-01                       | MONTHLY BILLING                 |          | EFT:   | 3,301.70                        |
| 702625433              |              | 005581                               |          | 10/29/2021               | 501-4120-441.21-01                       | MONTHLY BILLING                 |          | EFT:   | 4,754.94                        |
| 702625433              |              | 005582                               |          | 10/29/2021               | 501-4130-441.21-01                       | MONTHLY BILLING                 |          | EFT:   | 7,259.70                        |
| 702625433              |              | 005583                               |          | 10/29/2021               | 521-4210-442.21-01                       | MONTHLY BILLING                 |          | EFT:   | 1,209.16                        |
| 702625433              |              | 005584                               |          | 10/29/2021               | 521-4220-442.21-01                       | MONTHLY BILLING                 |          | EFT:   | 5,818.70                        |
| 702625433              |              | 005585                               |          | 10/29/2021               | 521-4230-442.21-01                       | MONTHLY BILLING                 |          | EFT:   | 5,982.80                        |
| 702625433              |              | 005586                               |          | 10/29/2021               | 531-4320-443.21-01                       | MONTHLY BILLING                 |          | EFT:   | 4,322.24                        |
| 702625433              |              | 005564                               |          | 10/29/2021               | 601-1230-412.31-15                       | MONTHLY BILLING                 |          | EFT:   | 131.84                          |
| 702625433              |              | 005568                               | 00       | 10/29/2021               | 601-1230-412.21-01                       | MONTHLY BILLING                 |          | EFT:   | 536.22                          |
| 702625433              |              | 005591                               | 00       | 10/29/2021               | 601-1230-412.31-15                       | MONTHLY BILLING                 |          | EFT:   | 729.36                          |
| 702625433              |              | 005573                               | 00       | 10/29/2021               | 602-1340-413.21-01                       | MONTHLY BILLING                 |          | EFT:   | 3,627.48                        |
| 702625433              |              | 005571                               | 00       | 10/29/2021               | 604-1320-413.21-01                       | MONTHLY BILLING                 |          | EFT:   | 4,798.16                        |
| 702625433              |              | 005563                               | 00       | 10/29/2021               | 721-0000-202.03-08                       | MONTHLY BILLING                 |          | EFT:   | 20,246.03                       |
|                        |              |                                      |          |                          |  | VENDOR TOTAL *                  |          | .00    | 131,015.54                      |
| 0000274                | 00           | INDUSTRIAL S                         |          | -                        |  |                                 |          |        | 100.00                          |
| 1107521-00             | ) ()         | 005592                               | 00       | 10/29/2021               | 001-6120-461.52-01                       | IRRIGATION REPAIR               |          | EFT:   | 187.28                          |
| 0099999                | 00           |                                      | ם גדנ    | ロカワカ                     |  | VENDOR TOTAL *                  |          | .00    | 187.28                          |
| 0099999                | 00           | JACOB RENTER 000766                  |          | 03/06/2020               | 001-0000-228.30-00                       | CASH BOND REFUND                | CHECK #: | 127982 | 50.00-                          |
| 094232                 |              | 000700                               | 00       | 03/00/2020               | 001-0000-228.30-00                       | CASH BOND REFUND                | CHECK #: | 12/902 | 50.00-                          |
| 0099999                | 00           | JAIMES, LAUI                         | <b>2</b> |                          |  | VENDOR TOTAL *                  |          | .00    | 50.00-                          |
| 000060931              |              | UT                                   |          | 01/17/2020               | 501-0000-229.00-00                       | FINAL BILL REFUND               | CHECK #: | 127827 | 64.79-                          |
|                        |              |                                      |          |                          |  | VENDOR TOTAL *                  |          | .00    | 64.79-                          |
| 0099999                | 00           | JEFFERY A ST                         | CALEY    |                          |  |                                 |          |        |                                 |
| 095829                 |              | 002511                               | 00       | 05/22/2020               | 001-0000-228.30-00                       | CASH BOND REFUND                | CHECK #: | 128247 | 150.00-                         |
|                        |              |                                      |          |                          |  | VENDOR TOTAL *                  |          | .00    | 150.00-                         |
| 0099999<br>2002824.00  | 00           | JOSH MCCULLO                         |          | 05/15/2020               | 001-0000-347.01-00                       | T-BALL REFUND                   | CHECK #: | 128219 | 60.00-                          |
|                        | _            |                                      |          | ,,                       |  |                                 |          |        |                                 |
| 0099999                | 00           | JUAN ELMANUE                         | EL VA    | RONA                     |  | VENDOR TOTAL *                  |          | .00    | 60.00-                          |
| 08202019               |              | 006835                               | 00       | 09/06/2019               | 001-0000-228.30-00                       | BOND REFUND                     | CHECK #: | 127374 | 3.00-                           |
|                        |              |                                      |          |                          |  | TENDOD TOTAL *                  |          | 00     | 2 00-                           |

001-2120-421.61-09 EQUIPMENT INSTALL

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PROGRAM: GM339L AS OF: 10/29/2021 PAYMENT DATE: 10/29/2021

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| VEND NO<br>INVOICE<br>NO | SEQ#<br>\    | VENDOR NAME<br>OUCHER P.O.<br>NO NO | BNK CHECK/DUE<br>DATE          | ACCOUNT<br>NO                            | ITEM<br>DESCRIPTION                    | CHECK                        | EFT, EPAY OF HAND-ISSUED AMOUNT |
|                          |              |                                     |                                |  |  |                              |                                 |
| 0000300                  | 00           | KANSAS DEPT                         |                                |  |  | U                            |                                 |
| 1294-JM2J-               |              |                                     | 00 10/21/2021                  | 001-0000-207.20-00                       | SEPT. '21 SALES TAX                    | CHECK #: 103                 | 681.23                          |
| 1294-82GH-               |              |                                     | 00 10/21/2021                  | 501-0000-207.20-00                       | SEPT. '21 SALES TAX                    | CHECK #: 103                 | 90,852.23                       |
| 1294-7J4Y-<br>1294-7J4Y- |              |                                     | 00 10/21/2021<br>00 10/21/2021 | 501-4110-441.48-02<br>501-4120-441.48-02 | SEPT. '21 USE TAX<br>SEPT. '21 USE TAX | CHECK #: 103<br>CHECK #: 103 | 16.16<br>51.34                  |
| 1294-7J4Y-<br>1294-7J4Y- |              |                                     | 00 10/21/2021                  | 501-4120-441.48-02                       | SEPT. '21 USE TAX<br>SEPT. '21 USE TAX | CHECK #: 103<br>CHECK #: 103 | 10.99                           |
| 1294-7J4Y-               |              |                                     | 00 10/21/2021                  | 501-4140-441.62-15                       | SEPT. '21 USE TAX                      | CHECK #: 103<br>CHECK #: 103 | 22.29                           |
| 1294-7J4Y-               |              |                                     | 00 10/21/2021                  | 501-4140-441.63-73                       | SEPT. '21 USE TAX                      | CHECK #: 103                 | 425.90                          |
| 1294-JM2J-               |              |                                     | 00 10/21/2021                  | 551-0000-207.20-00                       | SEPT. '21 SALES TAX                    | CHECK #: 103                 | 494.57                          |
| 1294-7J4Y-               |              |                                     | 00 10/21/2021                  | 602-1340-413.48-02                       | SEPT. '21 USE TAX                      | CHECK #: 103                 | 19.66                           |
|                          |              |                                     | 00 10/21/2021                  | 603-3150-431.48-02                       | SEPT. '21 USE TAX                      | CHECK #: 103                 | 197.69                          |
| 1294-7J4Y-               |              |                                     | 00 10/21/2021                  | 604-1320-413.48-02                       | SEPT. '21 USE TAX                      | CHECK #: 103                 | 735.79                          |
|                          |              |                                     |                                |  | VENDOR TOTAL *                         | .00                          | 93,507.85                       |
| 0002671                  | 00           | KANSAS GAS S                        | SERVICE                        |  |  |                              |                                 |
| 105901600                | 1021         | 005593                              | 00 10/29/2021                  | 551-4520-445.40-04                       | MONTHLY BILLING                        | 116.74                       |                                 |
| 0000401                  | 0.0          |                                     | ~                              | T. T. C.                                 | VENDOR TOTAL *                         | 116.74                       |                                 |
| 0000421<br>200005799     | 00           | 005594                              | OO 10/29/2021                  | 1NC.<br>001-1140-411.46-05               | AD POSTING                             | EFT:                         | 50.00                           |
|                          |              |                                     |                                |  | VENDOR TOTAL *                         | .00                          | 50.00                           |
| 0099999<br>000045461     | 00           | KANSAS STATE                        | TREASURER 00 10/28/2021        | 501-0000-229.00-00                       | MANUAL CHECK                           | 21.05                        |                                 |
|                          |              |                                     |                                |  | VENDOR TOTAL *                         | 21.05                        |                                 |
| 0003139                  | 00           | KANSAS STATI                        | TREASURER U/P                  |  |  |                              |                                 |
| 10292021                 |              | 005647                              | 00 10/29/2021                  | 001-0000-207.02-00                       | 2021 UNCLAIMED PROPERTY                | 901.00                       |                                 |
| 10292021                 |              | 005648                              | 00 10/29/2021                  | 501-0000-207.02-00                       | 2021 UNCLAIMED PROPERTY                | 1,237.45                     |                                 |
|                          |              |                                     |                                |  | VENDOR TOTAL *                         | 2,138.45                     |                                 |
| 0003513<br>KMEA-DG-GR    | 00<br>2-2111 | KMEA- DOGWOO<br>L005595             | OD<br>00 10/29/2021            | 501-4120-441.41-01                       | MONTHLY BILLING                        | EFT:                         | 361,464.16                      |
|                          |              |                                     |                                |  |  |                              | _                               |
| 0000805                  | 00           | KMGA GAS SUI                        | PPLY OPERATING F               | UND                                      | VENDOR TOTAL *                         | .00                          | 361,464.16                      |
| KMGA-GA-20               | 21-09        |                                     | 00 10/29/2021                  | 501-4120-441.41-50                       | MONTHLY BILLING                        | EFT:                         | 35.00                           |
|                          |              |                                     |                                |  | VENDOR TOTAL *                         | .00                          | 35.00                           |
| 0002999<br>154566363     | 00           | KONECRANES, 005596                  | INC 00 10/29/2021              | 521-4220-442.43-02                       | SUPPLIES                               | EFT:                         | 1,050.00                        |
| 134300303                |              | 003330                              | 00 10/25/2021                  | JZI-4ZZU-44Z•4J-UZ                       |  |                              | <u>-</u>                        |
| 0099999                  | 00           | LITTLE JOE'S                        | S ASPHALT                      |  | VENDOR TOTAL *                         | .00                          | 1,050.00                        |
| 000064309                |              | UT                                  | 00 06/19/2020                  | 501-0000-229.00-00                       | FINAL BILL REFUND                      | CHECK #: 128357              | 380.92                          |
|                          |              |                                     |                                |  | VENDOR TOTAL *                         | .00                          | 380.92-                         |
| 0002979                  | 00           | LOCHNER, H V                        | W INC                          |  |  |                              |                                 |

VENDOR TOTAL \*

**PAGE** 

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PROGRAM: GM3391.

AS OF: 10/29/2021 PROGRAM: GM3391. AS OF: 10/29/2021 PAYMENT DATE: 10/29/2021

| PK | ADC | TATAL 9 | GMODAH  |
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| CT | ΓV  | OF      | CARDNER |

SEQ# VENDOR NAME EFT, EPAY OR VEND NO ITEM VOUCHER P.O. ACCOUNT CHECK INVOICE BNK CHECK/DUE HAND-ISSUED DATE NO NO NO DESCRIPTION **AMOUNT AMOUNT** NO 0099999 00 MARCUS SCOTT JURACEK 005521 00 10/29/2021 001-0000-228.30-00 CASH BOND REFUND 5.00 100589 VENDOR TOTAL \* 5.00 0099999 00 MARIA DE JESUS PARTIDA 101906 005522 00 10/29/2021 001-0000-228.30-00 CASH BOND REFUND 125.00 VENDOR TOTAL \* 125.00 0099999 00 MASON NILE RODGERS 00 10/25/2019 001-0000-228.30-00 BOND REFUND 004090 08302017 CHECK #: 127577 100.00-VENDOR TOTAL \* 100.00-.00 0099999 00 MATHERLY, NOLAN 00 12/06/2019 501-0000-229.00-00 FINAL BILL REFUND 13.10-000060979 CHECK #: 127698 13.10-VENDOR TOTAL \* .00 0099999 00 MELANIE R VAUGHN 00 12/20/2019 001-0000-228.30-00 CASH BOND REFUND 67158 000493 CHECK #: 127749 145.00-VENDOR TOTAL \* .00 145.00-0003579 00 MID-STATES MATERIALS LLC 445.89 110895 005597 00 10/29/2021 521-4220-442.52-12 GRAVEL 005598 00 10/29/2021 521-4230-442.52-12 LATERAL 242.03 111113 111113 005599 00 10/29/2021 531-4330-443.52-12 LATERAL 242.04 VENDOR TOTAL \* 929.96 00 MONICA MIRENDA 0099999 00 10/29/2021 001-0000-228.40-00 SR BLDG DEPOSIT REFUND 85.00 33359809 005523 VENDOR TOTAL \* 85.00 0099999 MORRIS, BRUCE 000037603 00 12/06/2019 CHECK #: 127700 7.66-UT 501-0000-229.00-00 FINAL BILL REFUND 7.66-VENDOR TOTAL \* .00 0003872 MOZINGO LAW FIRM, LLC 005645 66.00 73163 00 10/29/2021 001-1330-413.31-02 COURT APPT ATTY FEES EFT: 099086 005645 00 10/29/2021 001-1330-413.31-02 438.00 COURT APPT ATTY FEES EFT: 00 10/29/2021 606.00 098606 005645 001-1330-413.31-02 COURT APPT ATTY FEES EFT: VENDOR TOTAL \* .00 1,110.00 0004957 NEXGRID, LLC 00 3,555.34 PI0585 007750 00 10/14/2021 2021324 501-4140-441.63-73 SMART METERS EFT: VENDOR TOTAL \* 3,555.34 .00 0099999 NICHOLAS IGOR SHELDON 00 CHECK #: 127852 150.00-095191 00 01/24/2020 001-0000-228.30-00 CASH BOND REFUND 000098 150.00-VENDOR TOTAL \* .00 0099999 OBRYON, ALEXANDRA 00 000065173 00 10/25/2021 501-0000-229.00-00 FINAL BILL REFUND 13.75 UT

PREPARED 10/29/2021, 9:12:10

# EXPENDITURE APPROVAL LIST

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AS OF: 10/29/2021 PAYMENT DATE: 10/29/2021

| PROGRAM:  | GM339L     |  |
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CITY OF GARDNER

| VEND NO INVOICE NO   | SEQ# | VENDOR NAME VOUCHER P.O. NO NO | BNK CHECK/DUE<br>DATE | ACCOUNT<br>NO      | ITEM<br>DESCRIPTION                        |          | CHECK<br>OUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|----------------------|------|--------------------------------|-----------------------|--------------------|--|----------|---------------|---------------------------------|
| 0099999              | 00   | OBRYON, ALEX                   | ANDRA                 |                    |  |          |               |                                 |
|                      |      |                                |                       |                    | VENDOR TOTAL *                             |          | 13.75         |                                 |
| 0004123              | 00   | OFFICETEAM                     | 00 10/00/0001         | COA 1220 412 21 15 |  |          | 777 ·         | 250 21                          |
| 58713861             |      | 005645                         | 00 10/29/2021         | 604-1320-413.31-15 | TEMP LABOR                                 |          | EFT:          | 259.31                          |
| 0000142              | 00   | OT A TILE MITATALA             | TED MODEC             |                    | VENDOR TOTAL *                             |          | .00           | 259.31                          |
| 163295 00            |      | OLATHE WINWA                   | 00 10/29/2021         | 521-4230-442.52-31 | CORP STOP                                  |          | EFT:          | 3,650.00                        |
| 166044 00            |      | 005601                         | 00 10/29/2021         | 521-4230-442.52-32 | COMPRESSION COUPLING                       |          | EFT:          | 720.00                          |
| 165240 00            |      | 005645                         | 00 10/29/2021         | 521-4230-442.52-12 | HYMAX/COPPER                               |          | EFT:          | 1,250.00                        |
| 165240 00            |      | 005645                         | 00 10/29/2021         | 521-4230-442.52-32 | SADDLE                                     |          | EFT:          | 1,375.00                        |
| 0000202              | 0.0  | OT GGONT TNG                   |                       |                    | VENDOR TOTAL *                             |          | .00           | 6,995.00                        |
| 0000393<br>397851    | 00   | OLSSON, INC.                   | 00 09/20/2021         | 130-3130-431.62-04 | ENGINEERING SERVICES                       |          | EFT:          | 7,233.44                        |
| 400822               |      |                                | 00 10/19/2021         | 130-3130-431.62-04 | ENGINEERING SERVICES                       |          | EFT:          | 4,708.34                        |
|                      |      |                                |                       |                    | VENDOR TOTAL *                             |          | .00           | 11,941.78                       |
| 0005004<br>71055 01  | 00   | PEER, ADAM<br>005645           | 00 10/29/2021         | 001-1330-413.31-02 | COURT APPT ATTY FEES                       |          | <b>66.</b>    | 144.00                          |
| 099752 01            |      | 005645                         | 00 10/29/2021         | 001-1330-413.31-02 | COURT APPT ATTY FEES  COURT APPT ATTY FEES |          | EFT:          | 120.00                          |
| 09792401             |      | 005645                         | 00 10/29/2021         | 001-1330-413.31-02 | COURT APPT ATTY FEES                       |          | EFT:          | 126.00                          |
|                      |      |                                |                       |                    | VENDOR TOTAL *                             |          | .00           | 390.00                          |
| 0005151              | 00   | PREMIER TRUC                   |                       |                    |  |          |               |                                 |
| 808008858            |      | 005602                         | 00 10/29/2021         | 001-3120-431.52-04 | FILTER SERVICES                            |          | EFT:          | 124.98                          |
| 0005175              | 0.0  |                                |                       |                    | VENDOR TOTAL *                             |          | .00           | 124.98                          |
| 0005175<br>10142021  | 00   | R HOLLAND SE<br>005603         | 00 10/29/2021         | 001-2110-421.47-57 | CLEAN UP DEBRIS                            |          | EFT:          | 150.00                          |
|                      |      |                                |                       |                    | VENDOR TOTAL *                             |          | .00           | 150.00                          |
| 0003110              | 00   | REJIS COMMIS                   |                       |                    |  |          |               |                                 |
| 471086               |      | 005605                         | 00 10/29/2021         | 001-2110-421.31-15 | REJIS TRANSACTIONS                         |          | EFT:          | 90.28                           |
| 0000574              | 00   | RHOMAR INDUS                   | TOTES THE             |                    | VENDOR TOTAL *                             |          | .00           | 90.28                           |
| 100183               | 00   | 005604                         | 00 10/29/2021         | 001-3120-431.52-13 | ASPHALT REMOVER                            |          | EFT:          | 2,619.02                        |
|                      |      |                                |                       |                    | VENDOR TOTAL *                             |          | .00           | 2,619.02                        |
| 0099999<br>000061799 | 00   | RUTLEDGE, GR<br>UT             | ADY<br>00 05/01/2020  | 501-0000-229.00-00 | FINAL BILL REFUND                          | CHECK #: | 128170        | 50.22-                          |
|                      |      |                                |                       |                    | VENDOR TOTAL *                             |          | .00           | 50.22-                          |
| 0099999<br>76140     | 00   | SABRINA GREE 004882            | N 00 07/05/2019       | 001-0000-228.30-00 | BOND REFUND #76140                         | CHECK #: | 127160        | 3.00-                           |
|                      |      |                                |                       |                    | VENDOR TOTAL *                             |          | .00           | 3.00-                           |
| 0004964              | 00   | SCHLAGEL & A                   | SSOCIATES, P.A.       |                    |  |          |               |                                 |

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TAMINA HOMES, INC

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UNITED STATES POSTAL SERVICE

## EXPENDITURE APPROVAL LIST

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CHECK #: 128232

CHECK #: 127663

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PROGRAM: GM339L AS OF: 10/29/2021 PAYMENT DATE: 10/29/2021

| PROGRAM: CITY OF G   |      |                                      |                                  | AS OF              | : 10/29/2021 PAYMENT DATE: | 3 TU/29/2021 |                |                                 |
|----------------------|------|--------------------------------------|----------------------------------|--------------------|----------------------------|--------------|----------------|---------------------------------|
| VEND NO INVOICE NO   | SEQ# | VENDOR NAME<br>VOUCHER P.O.<br>NO NO | BNK CHECK/DUE<br>DATE            | ACCOUNT<br>NO      | ITEM<br>DESCRIPTION        | Al           | CHECK<br>MOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
| 0004964<br>30911     | 00   |                                      | SSOCIATES, P.A.<br>00 07/07/2021 | 531-4340-443.62-10 | EAST SEWER INTERCEPTOR     |              | EFT:           | 1,562.89                        |
|                      |      |                                      |                                  |                    | VENDOR TOTAL *             |              | .00            | 1,562.89                        |
| 0002103              | 00   | SCHULZ, JACK                         |                                  |                    |                            |              |                | _, _, _,                        |
| 10222021             |      | 005606                               | 00 10/29/2021                    | 001-1310-413.46-01 | MILEAGE REIMBURSEMENT      |              | 56.00          |                                 |
|                      |      |                                      |                                  |                    | VENDOR TOTAL *             |              | 56.00          |                                 |
| 0000160<br>127860    | 00   | SHAWNEE COPY 005607                  | CENTER INC.<br>00 10/29/2021     | 001-3130-431.47-02 | BUSINESS CARDS             |              | EFT:           | 65.00                           |
|                      |      |                                      |                                  |                    | VENDOR TOTAL *             |              | .00            | 65.00                           |
| 0099999<br>000054921 | 00   | SLOAN, JESSE<br>UT                   | & KAYLA POLLMAN<br>00 03/12/2020 | 501-0000-229.00-00 | MANUAL CHECK               | CHECK #:     | 128011         | 132.64-                         |
|                      |      |                                      |                                  |                    | VENDOR TOTAL *             |              | .00            | 132.64-                         |
| 0004924<br>10272021  | 00   | SMITH, CHARL<br>005645               | ES<br>00 10/29/2021              | 602-1340-413.47-05 | REIMB FOR MICROSOFT SPPRT  |              | 499.00         |                                 |
|                      |      |                                      |                                  |                    | VENDOR TOTAL *             |              | 499.00         |                                 |
| 0099999<br>000059087 | 00   | SMITH, DEREK<br>UT                   | 00 04/17/2020                    | 501-0000-229.00-00 | ETNAT. BIT.I. DEFIIND      | CHECK #:     | 128127         | 14.59-                          |
| 000039087            |      | O1                                   | 00 04/1//2020                    | 301-0000-229.00-00 | FINAL BILL REFUND          | CHECK #:     | 12012/         | T 39-                           |
| 0099999              | 00   |                                      | VTC                              |                    | VENDOR TOTAL *             |              | .00            | 14.59-                          |
| 0099999              | 00   | SUMMERS, ALE<br>UT                   | 00 06/26/2020                    | 501-0000-229.00-00 | FINAL BILL REFUND          | CHECK #:     | 128383         | 14.86-                          |
|                      |      |                                      |                                  |                    | VENDOR TOTAL *             |              | .00            | 14.86-                          |
| 0004785              | 00   | SUMNERONE, I                         |                                  |                    |                            |              |                |                                 |
| 3012295              |      | 005608                               | 00 10/29/2021                    | 501-4110-441.43-02 |                            |              | EFT:           | 34.24                           |
| 3018560              |      | 005609                               | 00 10/29/2021                    | 501-4130-441.43-02 | MONTHLY BILLING            |              | EFT:           | 14.10                           |
| 0004400              | 0.0  |                                      |                                  |                    | VENDOR TOTAL *             |              | .00            | 48.34                           |
| 0004482<br>332669    | 00   | SUPERION, LL<br>PI0583 007791        | O 10/05/2021                     | 602-1340-413.47-05 | ASP TECHNICAL ACCESS FEE   |              | EFT:           | 8,001.39                        |
|                      |      |                                      |                                  |                    | VENDOR TOTAL *             |              | .00            | 8,001.39                        |
| 0099999              | 00   | SWAYZE, ALEX                         | ANDRIA                           |                    |                            | <u> </u>     | 10000          |                                 |

VENDOR TOTAL \*

VENDOR TOTAL \*

VENDOR TOTAL \*

00 05/15/2020 501-0000-229.00-00 FINAL BILL REFUND

00 11/22/2019 501-0000-229.00-00 MANUAL CHECK

00 10/29/2021 001-0000-228.40-00 SR BLDG REFUND

PREPARED 10/29/2021, 9:12:10

# EXPENDITURE APPROVAL LIST

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PAGE

AS OF: 10/29/2021 PAYMENT DATE: 10/29/2021

| VEND NO :<br>INVOICE<br>NO | SEQ#<br> | VENDOR NAME VOUCHER P.O. NO NO | BNK CHECK/DUE<br>DATE            | ACCOUNT<br>NO      | ITEM<br>DESCRIPTION   | CHECK<br>AMOUNT | EFT, EPAY OR<br>HAND-ISSUED<br>AMOUNT |
|----------------------------|----------|--------------------------------|----------------------------------|--------------------|-----------------------|-----------------|---------------------------------------|
| 22221                      | ~~       | dmam:                          |                                  |                    |                       |                 |                                       |
| 0002811<br>529816          | 00       | 005642                         | ES POSTAL SERVICE 00 10/26/2021  | 001-1120-411.47-04 | NEWSLETTER POSTAGE    | CHECK #: 114    | 1,556.11                              |
| 22224                      | 20       | TIC TOOD GED!                  |                                  |                    | VENDOR TOTAL *        | .00             | 1,556.11                              |
| 0002484<br>5470715         | 00       | US FOOD SERV                   | 00 10/29/2021                    | 001-6110-461.52-15 | CONCESSION FOOD       | EFT:            | 364.14                                |
| 22222                      | 20       | TICE DO                        | <b>ATP</b>                       |                    | VENDOR TOTAL *        | .00             | 364.14                                |
| 0000238<br>758525          | 00       | USA BLUE BOC<br>005611         | OK<br>00 10/29/2021              | 531-4320-443.52-12 | ELECTRODES & STORAGE  | EFT:            | 644.29                                |
|                            |          |                                | <b></b>                          |                    | VENDOR TOTAL *        | .00             | 644.29                                |
| 0000746                    | 00       | VANCE BROTHE                   | <del>-</del>                     | 222 2222 422 52 00 |                       | eem .           | F40 60                                |
| ZL00062671                 |          | 005612                         | 00 10/29/2021                    | 001-3120-431.52-08 |                       | EFT:            | 548.60<br>548.60                      |
| ZL00062715                 |          | 005613                         | 00 10/29/2021                    | 001-3120-431.52-08 |                       | EFT:            | 548.60<br>1 218 25                    |
| IG00011482                 |          | 005614                         | 00 10/29/2021                    | 117-3120-431.43-06 |                       | EFT:            | 1,218.25                              |
|                            |          |                                |                                  |                    | VENDOR TOTAL *        | .00             | 2,315.45                              |
| 0002540<br>PAY APP 3       | 00       |                                | BUILDERS, LLC<br>3 00 10/20/2021 | 531-4340-443.62-10 | EAST SEWER FORCE MAIN | EFT:            | 156,659.50                            |
|                            |          |                                |                                  |                    | VENDOR TOTAL *        | .00             | 156,659.50                            |
| 0099999<br>000060873       | 00       | WEBER, JESUS<br>UT             | S<br>00 04/10/2020               | 501-0000-229.00-00 | FINAL BILL REFUND     | CHECK #: 128114 | 172.38-                               |
|                            |          |                                |                                  |                    | VENDOR TOTAL *        | .00             | 172.38-                               |
| 0099999                    | 00       | WENGER, MATT                   | THEW                             |                    |                       |                 |                                       |
| 000060959                  |          | UT                             | 00 06/26/2020                    | 501-0000-229.00-00 | FINAL BILL REFUND     | CHECK #: 128387 | 48.50-                                |
| 000001                     | 00       | T-77377 TO 3 NTT/              |                                  |                    | VENDOR TOTAL *        | .00             | 48.50-                                |
| 0003221<br>75015091        | 00       | WEX BANK<br>005616             | 00 10/29/2021                    | 001-2110-421.52-09 | FUEL                  | EFT:            | 222.40                                |
| 75015091                   |          | 005617                         | 00 10/29/2021                    | 001-2110-421.52-09 |                       | EFI:            | 5,224.38                              |
| 75015091                   |          | 005617                         | 00 10/29/2021                    | 001-2120-421.32-09 |                       | EFT:            | 2,066.29                              |
| 75015091                   |          | 005618                         | 00 10/29/2021                    | 001-2120-421.43-03 |                       | EFT:            | 151.27                                |
| 75015091                   |          | 005623                         | 00 10/29/2021                    | 001-2130-421.52-09 |                       | EFT:            | 79.35                                 |
| 75015091                   |          | 005624                         | 00 10/29/2021                    | 001-3110-431.52-09 |                       | EFT:            | 1,136.46                              |
| 75015091<br>75015091       |          | 005621                         | 00 10/29/2021                    | 001-3120-431.52-09 |                       | EFT:            | 395.77                                |
| 75015091                   |          | 005621                         | 00 10/29/2021                    | 001-3130-431.32-09 |                       | EFT:            | 1,533.44                              |
| 75015091                   |          | 005620                         | 00 10/29/2021                    | 001-0120-401.52-09 |                       | EFT:            | 295.52                                |
| 75015091                   |          | 005625                         | 00 10/29/2021                    | 551-4520-445.52-09 |                       | EFT:            | 191.30                                |
| 75015091                   |          | 005625                         | 00 10/29/2021                    | 603-3150-431.52-09 |                       | EFT:            | 78.60                                 |
| 75015091                   |          | 005622                         | 00 10/29/2021                    | 604-1320-413.52-09 |                       | EFT:            | 409.70                                |
|                            |          |                                |                                  |                    | VENDOR TOTAL *        | .00             | 11,784.48                             |
| 0004137<br>272719          | 00       | WINPRO SOLUT 005627            | TIONS, INC<br>00 10/29/2021      | 601-1230-412.31-15 | PPE                   | EFT:            | 159.34                                |
|                            |          |                                |                                  |                    | VENDOR TOTAL *        | .00             | 159.34                                |
| 0099999                    | 00       | WOMBLE, LORI                   | I                                |                    |                       |                 |                                       |

PREPARED 10/29/2021, 9:12:10

EXPENDITURE APPROVAL LIST

HAND ISSUED TOTAL \*\*\*

AS OF: 10/29/2021 PAYMENT DATE: 10/29/2021 PROGRAM: GM339L

CITY OF GARDNER

| VEND NO | SEQ# VENDOR NAME |               |         |             |        | EFT, EPAY OR |
|---------|------------------|---------------|---------|-------------|--------|--------------|
| INVOICE | VOUCHER P.O.     | BNK CHECK/DUE | ACCOUNT | ITEM        | CHECK  | HAND-ISSUED  |
| NO      | NO NO            | DATE          | NO      | DESCRIPTION | AMOUNT | AMOUNT       |

0099999 00 WOMBLE, LORI

00 04/10/2020 501-0000-229.00-00 FINAL BILL REFUND CHECK #: 128116 130.69-000063173  $\mathbf{UT}$ VENDOR TOTAL \* .00 130.69-

> 568,317.51 788,248.85 EFT/EPAY TOTAL \*\*\*

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**PAGE** 

9,188.10 1,356,566.36 TOTAL EXPENDITURES \*\*\*\* GRAND TOTAL \*\*\*\*\*\*\*\*\*\*\*\*\*\* 1,365,754.46

CITY OF GARDNER

0001599

CLAY & BAILEY MFG CO

# EXPENDITURE APPROVAL LIST

**PAGE** 

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PROGRAM: GM339L AS OF: 11/05/2021 PAYMENT DATE: 11/05/2021

| VEND NO INVOICE NO                  | <br>SEQ# | VENDOR NAME<br>VOUCHER P.O.<br>NO NO | BNK CHECK/DUE DATE                   | ACCOUNT<br>NO                            | ITEM DESCRIPTION          | CHECK<br>AMOUNT | EFT, EPAY OF HAND-ISSUED AMOUNT |
|-------------------------------------|----------|--------------------------------------|--------------------------------------|--|---------------------------|-----------------|---------------------------------|
| 0004265                             | 00       | ACCECC INFOR                         | MATTON DROTECTED                     |  |                           |                 |                                 |
| 9057618                             | 00       | 005651                               | MATION PROTECTED 00 11/05/2021       | 001-1150-411.31-15                       | OFF-SITE STORAGE          | 1,299.25        |                                 |
| 0004640                             | 0.0      |                                      |                                      |  | VENDOR TOTAL *            | 1,299.25        |                                 |
| 0004642<br>009226-1                 | 00       | ALLIED POWER PI0587 007793           | 00 09/30/2021                        | 501-4140-441.62-14                       | TURBINE COOLING SYSTEM    | EFT:            | 138,720.00                      |
|                                     |          |                                      |                                      |  | VENDOR TOTAL *            | .00             | 138,720.00                      |
| 0000056<br>67669                    | 00       | AMERICAN EQU<br>PI0602 007797        | 1PMENT CO.<br>00 10/11/2021          | 501-4130-441.43-05                       | REPLACE PARTS TR# 408     | EFT:            | 5,438.09                        |
|                                     |          |                                      |                                      |  | VENDOR TOTAL *            | .00             | 5,438.09                        |
| 0003954<br>57797                    | 00       | AMERICAN PAY<br>005651               | MENT CENTERS, LLO<br>00 11/05/2021   | C<br>604-1320-413.44-02                  | QUARTERLY DROP BOX RENTAL | EFT:            | 312.00                          |
|                                     |          |                                      |                                      |  | VENDOR TOTAL *            | .00             | 312.00                          |
| 0001986<br>5101859-00<br>5103361-00 |          |                                      | 00 10/22/2021<br>00 10/22/2021       | 501-4130-441.52-31<br>501-4130-441.52-31 |                           | EFT:            | 10,402.86<br>13,531.11          |
|                                     |          |                                      |                                      |  | VENDOR TOTAL *            | .00             | 23,933.97                       |
| 0000045<br>13651                    | 00       | ARLAN CO, IN 005652                  | C.<br>00 11/05/2021                  | 001-6130-461.52-20                       | DIVING BOARD PARTS        | EFT:            | 595.00                          |
|                                     |          |                                      |                                      |  | VENDOR TOTAL *            | .00             | 595.00                          |
| 0000822<br>3204                     | 00       | B & B SERVIC<br>PI0589 007796        | ES<br>00 09/27/2021                  | 521-4220-442.43-02                       | ANNUAL SERVICE            | EFT:            | 5,003.19                        |
|                                     |          |                                      |                                      |  | VENDOR TOTAL *            | .00             | 5,003.19                        |
| 0002420<br>BMS999626                | 00       | BRENNTAG MID 005652                  | -SOUTH, INC<br>00 11/05/2021         | 521-4220-442.52-13                       | ROBIN 110                 | EFT:            | 1,165.40                        |
|                                     |          |                                      |                                      |  | VENDOR TOTAL *            | .00             | 1,165.40                        |
| 0003080<br>11067805                 | 00       | CATES HEATIN                         | G & AIR COND SVC 00 11/05/2021       | INC<br>603-3150-431.31-15                | HVAC REPAIR               | EFT:            | 1,540.00                        |
|                                     |          |                                      |                                      |  | VENDOR TOTAL *            | .00             | 1,540.00                        |
| 0002321<br>OLA/058929               | 00       | CES<br>005652                        | 00 11/05/2021                        | 501-4120-441.52-12                       | COVER AND BOX             | EFT:            | 13.12                           |
|                                     |          |                                      |                                      |  | VENDOR TOTAL *            | .00             | 13.12                           |
| 0001643<br>OCT-21                   | 00       | CITY OF EDGE 005659                  | RTON<br>00 11/05/2021                | 531-4320-443.31-15                       | TREATMENT OF WASTEWATER   | 20,177.47       |                                 |
|                                     |          |                                      |                                      |  | VENDOR TOTAL *            | 20,177.47       |                                 |
| 0001842<br>63825<br>63827           | 00       | CITY OF OLAT<br>005652<br>005652     | HE<br>00 11/05/2021<br>00 11/05/2021 | 521-4220-442.31-15<br>521-4230-442.31-15 | LAB FEES                  | EFT:            | 156.00<br>32.00                 |
|                                     |          |                                      |                                      |  |                           |                 |                                 |

VENDOR TOTAL \*

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CITY OF GARDNER

| VEND NO SE<br>INVOICE<br>NO             | EQ# VENDOR No 1      |                 | ACCOUNT<br>NO      | ITEM<br>DESCRIPTION | CHECK<br>AMOUNT | EFT, EPAY OR<br>HAND-ISSUED<br>AMOUNT |
|---|----------------------|-----------------|--------------------|---------------------|-----------------|---------------------------------------|
| 0001599                                 | 00 CLAY & B          | AILEY MFG CO    |                    |                     |                 |                                       |
| 331129                                  | 005652               | 00 11/05/2021   | 001-3120-431.52-08 | STORMWATER OUTFALL  | EFT:            | 419.06                                |
|   |                      |                 |                    | VENDOR TOTAL *      | .00             | 419.06                                |
| 0004998                                 | 00 DELTA DE          | NTAL OF KANSAS  |                    |                     |                 |                                       |
| 100511420211                            | L1 005652            | 00 11/05/2021   | 001-1120-411.21-01 | MONTHLY BILLING     | EFT:            | 101.76                                |
| 100511420211                            | L1 005652            | 00 11/05/2021   | 001-1140-411.21-01 | MONTHLY BILLING     | EFT:            | 71.32                                 |
| 100511420211                            | L1 005652            | 00 11/05/2021   | 001-1150-411.21-01 | MONTHLY BILLING     | EFT:            | 20.44                                 |
| 100511420211                            | L1 005652            | 00 11/05/2021   | 001-1305-413.21-01 | MONTHLY BILLING     | EFT:            | 71.32                                 |
| 100511420211                            | L1 005652            | 00 11/05/2021   | 001-1310-413.21-01 | MONTHLY BILLING     | EFT:            | 223.96                                |
| 100511420211                            | L1 005652            | 00 11/05/2021   | 001-1330-413.21-01 | MONTHLY BILLING     | EFT:            | 101.76                                |
| 100511420211                            | L1 005652            | 00 11/05/2021   | 001-2110-421.21-01 | MONTHLY BILLING     | EFT:            | 325.72                                |
| 100511420211                            | L1 005652            | 00 11/05/2021   | 001-2120-421.21-01 | MONTHLY BILLING     | EFT:            | 883.60                                |
| 100511420211                            | L1 005652            | 00 11/05/2021   | 001-2130-421.21-01 | MONTHLY BILLING     | EFT:            | 20.44                                 |
| 100511420211                            | L1 005652            | 00 11/05/2021   | 001-3120-431.21-01 | MONTHLY BILLING     | EFT:            | 244.40                                |
| 100511420211                            | L1 005652            | 00 11/05/2021   | 001-3130-431.21-01 | MONTHLY BILLING     | EFT:            | 163.08                                |
| 100511420211                            | L1 005652            | 00 11/05/2021   | 001-6105-461.21-01 | MONTHLY BILLING     | EFT:            | 142.64                                |
| 100511420211                            | L1 005652            | 00 11/05/2021   | 001-6120-461.21-01 | MONTHLY BILLING     | EFT:            | 173.08                                |
| 100511420211                            | L1 005652            | 00 11/05/2021   | 001-7110-471.21-01 | MONTHLY BILLING     | EFT:            | 173.08                                |
| 100511420211                            | L1 005652            | 00 11/05/2021   | 001-7120-471.21-01 | MONTHLY BILLING     | EFT:            | 122.20                                |
| 100511420211                            | L1 005652            | 00 11/05/2021   | 501-4110-441.21-01 | MONTHLY BILLING     | EFT:            | 122.20                                |
| 100511420211                            | L1 005652            | 00 11/05/2021   | 501-4120-441.21-01 | MONTHLY BILLING     | EFT:            | 193.52                                |
| 100511420211                            | L1 005652            | 00 11/05/2021   | 501-4130-441.21-01 | MONTHLY BILLING     | EFT:            | 346.16                                |
| 100511420211                            | L1 005652            | 00 11/05/2021   | 521-4210-442.21-01 | MONTHLY BILLING     | EFT:            | 50.88                                 |
| 100511420211                            | L1 005652            | 00 11/05/2021   | 521-4220-442.21-01 | MONTHLY BILLING     | EFT:            | 213.96                                |
| 100511420211                            | L1 005652            | 00 11/05/2021   | 521-4230-442.21-01 | MONTHLY BILLING     | EFT:            | 153.08                                |
| 100511420211                            | L1 005652            | 00 11/05/2021   | 531-4320-443.21-01 | MONTHLY BILLING     | EFT:            | 142.64                                |
| 100511420211                            | L1 005652            | 00 11/05/2021   | 602-1340-413.21-01 | MONTHLY BILLING     | EFT:            | 152.64                                |
| 100511420211                            | L1 005652            | 00 11/05/2021   | 604-1320-413.21-01 | MONTHLY BILLING     | EFT:            | 142.64                                |
| 100511420211                            | L1 005652            | 00 11/05/2021   | 721-0000-202.03-08 | MONTHLY BILLING     | EFT:            | 4,929.56                              |
|   |                      |                 |                    | VENDOR TOTAL *      | .00             | 9,286.08                              |
|   | DESIGN 4             |                 |                    |                     |                 |                                       |
| 37124                                   | 005652               | 00 11/05/2021   | 001-1110-411.52-20 |                     | EFT:            | 77.00                                 |
| • , , , , , , , , , , , , , , , , , , , | $\Delta\Delta\Gamma$ | 00 11 /05 /0001 |                    |                     | <b></b>         |                                       |

37112 00 11/05/2021 51.00 005652 521-4220-442.53-02 **EMBROIDERY** EFT: 00 11/05/2021 521-4230-442.53-02 37113 005652 **EMBROIDERY** 110.50 EFT: 531-4330-443.53-02 005652 00 11/05/2021 110.50 37113 **EMBROIDERY** EFT: VENDOR TOTAL \* 349.00 .00 0000708 DLT SOLUTIONS, LLC 4468384A PI0356 602-1340-413.47-05 AUTO CAD SUBSCRIPTION CHECK #: 121645 2,005.42-00 10/23/2015 2,005.42-VENDOR TOTAL \* .00 0099999 00 DONNIE JAMES HENRY 005651 10.00 102415 00 11/05/2021 001-0000-349.01-00 **OVERPAYMENT** 10.00 VENDOR TOTAL \* 0003481 00 DPC INDUSTRIES INC 817003006-21 PI0598 007587 00 10/20/2021 521-4220-442.52-13 AMMONIUM SULFATE EFT: VENDOR TOTAL \* .00 1,220.00

0000527 00 DXP ENTERPRISES, INC

1,220.00

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| CITY  | OF     | GARDNER |  |

| VEND NO S<br>INVOICE<br>NO | <br>S <b>E</b> Q#<br>V | VENDOR NAME<br>OUCHER P.O.<br>NO NO | BNK CHECK/DUE<br>DATE     | ACCOUNT<br>NO               | ITEM<br>DESCRIPTION       | CHECK<br>AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|----------------------------|------------------------|-------------------------------------|---------------------------|-----------------------------|---------------------------|-----------------|---------------------------------|
|                            | _ = = =                | <b> </b>                            |                           |                             |                           |                 |                                 |
| 0000527<br>52444266        | 00                     | DXP ENTERPRIS                       | SES, INC<br>00 11/05/2021 | 531-4320-443.52-12          | PUMP SEAL                 | EFT:            | 170.87                          |
| <b>J</b> 411400            |                        | 003032                              | OO II/OJ/ZOZI             | JJI-4J40-44J•J4 <b>-</b> 14 | TOME DEVI                 | EF 1 €          | T/U.O/                          |
| 000000                     | 0.0                    | EXCIE MD371-                        | n (10                     |                             | VENDOR TOTAL *            | .00             | 170.87                          |
| 0002088<br>32599           | 00                     | EAGLE TRAILER PI0591 007801         | 00 09/27/2021             | 521-4220-442.52-02          | BOBCAT TRAILER            | EFT:            | 6,150.00                        |
|                            |                        |                                     |                           |                             | VENDOR TOTAL *            | .00             | 6,150.00                        |
| 0004946                    | 00                     | EVERGY                              |                           |                             | VENDOR TOTAL "            | • 00            | 0,130.00                        |
| 4469208877                 | 1021                   | L005659                             | 00 11/05/2021             | 521-4220-442.40-05          | MONTHLY BILLING           | 46.10           |                                 |
| 2424383255                 | 1121                   | L005659                             | 00 11/05/2021             | 521-4220-442.40-05          | MONTHLY BILLING           | 11,215.38       |                                 |
| 9279570154                 |                        |                                     | 00 11/05/2021             | 521-4220-442.40-05          | MONTHLY BILLING           | 5,788.81        |                                 |
| 6466308678                 | 1021                   | L005659                             | 00 11/05/2021             | 531-4320-443.40-05          | MONTHLY BILLING           | 28.92           |                                 |
| 0000056                    | 0.0                    | DA GMENIA I CO                      |                           |                             | VENDOR TOTAL *            | 17,079.21       |                                 |
| 0002956<br>KSKA314518      | 00<br>7                | FASTENAL CO. 005652                 | 00 11/05/2021             | 501-4130-441.52-12          | WINDOW CLEANER-SHOP STOCK | EFT:            | 85.83                           |
|                            | • -                    |                                     |                           |                             | VENDOR TOTAL *            | .00             | 85.83                           |
| 0005138                    | 00                     | FLATLAND TECH                       |                           | 001 6105 461 50 00          |                           | <b></b>         | 0 464 54                        |
| 49<br>49                   |                        | 005652                              | 00 11/05/2021             | 001-6105-461.52-20          | CP CAMERAS                | EFT:            | 2,464.14                        |
| せフ                         |                        | 005652                              | 00 11/05/2021             | 602-1340-413.52-06          | CP CAMERAS                | EFT:            | 2,464.14                        |
| 0005156                    | 0.0                    | <b>Alberto</b>                      |                           |                             | VENDOR TOTAL *            | .00             | 4,928.28                        |
| 0005176                    | 00                     | GARDNER LAND                        |                           | E21. 4240 442 60 10         | CEMED TIME CONCEDIOMICAL  | 7373FT -        | 126 000 00                      |
| 12072020                   |                        | PIU0U/ UU/8U3                       | 00 11/01/2021             | 531-4340-443.62-10          | SEWER LINE CONSTRUCTION   | EFT:            | 136,900.00                      |
| 000000                     | 0.0                    | <b>Alberta</b>                      |                           |                             | VENDOR TOTAL *            | .00             | 136,900.00                      |
| 0000028<br>1021508         | 00                     | GARDNER NEWS 005652                 | 00 11/05/2021             | 001-1130-411.31-15          | PRINT IN WEEKLY PAPER     | EFT:            | 1,260.00                        |
|                            |                        |                                     |                           |                             |                           |                 | _                               |
| 0000181                    | 00                     | GRAINGER                            |                           |                             | VENDOR TOTAL *            | .00             | 1,260.00                        |
| 9815584405                 | 00                     | 005652                              | 00 11/05/2021             | 521-4220-442.52-12          | AUTO DRAIN VALVE          | EFT:            | 102.80                          |
| 9085898386                 |                        | 005652                              | 00 11/05/2021             | 521-4220-442.52-12          | JAW INSERTS               | EFT:            | 41.74                           |
|                            |                        |                                     |                           |                             | 77ENTD△D M△M¾T ♣          |                 | 111 51                          |
| 0000463                    | 00                     | HOLIDAY CONTE                       | RACTING, INC.             |                             | VENDOR TOTAL *            | .00             | 144.54                          |
| 102721 SYC                 |                        |                                     | 00 11/05/2021             | 521-4230-442.31-15          | CONCRETE                  | EFT:            | 1,326.00                        |
| 102721 GEHS                |                        | 005652                              | 00 11/05/2021             | 521-4230-442.31-15          | CONCRETE                  | EFT:            | 1,055.00                        |
| 102721 BEDI                | FORD                   | 005652                              | 00 11/05/2021             | 521-4230-442.31-15          | CONCRETE                  | EFT:            | 1,080.00                        |
| 102721 SYC                 |                        |                                     | 00 11/05/2021             | 531-4330-443.31-15          | CONCRETE                  | EFT:            | 1,326.00                        |
| 102721 GEHS                |                        | 005652                              | 00 11/05/2021             | 531-4330-443.31-15          | CONCRETE                  | EFT:            | 1,055.00                        |
| 102721 BEDI                | FORD                   | 005652                              | 00 11/05/2021             | 531-4330-443.31-15          | CONCRETE                  | EFT:            | 1,080.00                        |
| 0005040                    | 0.0                    | 1163 D3311 605-                     | 2.7                       |                             | VENDOR TOTAL *            | .00             | 6,922.00                        |
| 0005040<br>COG10292022     | 00<br>2                | HSA BANK COBF                       | RA<br>00 11/05/2021       | 001-1140-411.31-15          | COBRA ADMIN FEES          | 132.00          |                                 |
|                            |                        |                                     |                           |                             | VENDOR TOTAL *            | 132.00          |                                 |
| 0000102                    | 00                     | ICMA RETIREME                       | ENT TRUST - 457           |                             |                           |                 |                                 |

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| CITY  | OF     | GARDNER |  |

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MISC. TAX SECTION, KS DEPT OF REVEN

| CITY OF GA                          | ARDNE                | K<br>                                |  |  |                                 |          |                |                                       |
|-------------------------------------|----------------------|--------------------------------------|--|--|---------------------------------|----------|----------------|---------------------------------------|
| VEND NO<br>INVOICE<br>NO            | SEQ#                 | VENDOR NAME<br>VOUCHER P.O.<br>NO NO | BNK CHECK/DUE<br>DATE                              | ACCOUNT<br>NO                            | ITEM<br>DESCRIPTION             | AI       | CHECK<br>MOUNT | EFT, EPAY OR<br>HAND-ISSUED<br>AMOUNT |
|                                     |                      |                                      |  |  |                                 |          |                |                                       |
| 0000102<br>635245                   | 00                   | ICMA RETIREM 005655                  | ENT TRUST - 457<br>00 11/04/2021                   | 721-0000-202.03-04                       | CONTRIBUTIONS                   | CHECK #: | 101            | 8,210.90                              |
|                                     |                      |                                      |  |  | VENDOR TOTAL *                  |          | .00            | 8,210.90                              |
| 0000529<br>IN-0999563<br>IN-0999563 |                      | INLAND TRUCK<br>005652<br>005652     | PARTS & SERVICE<br>00 11/05/2021<br>00 11/05/2021  | 521-4230-442.43-05<br>531-4330-443.43-05 | BRAKES<br>BRAKES                |          | EFT:           | 144.97<br>144.97                      |
|                                     |                      |                                      |  |  | VENDOR TOTAL *                  |          | .00            | 289.94                                |
| 0000108<br>19160347                 | 00                   | K.C. BOBCAT 005652                   | INC<br>00 11/05/2021                               | 001-6120-461.44-02                       | EQUIPMENT RENTAL                | 2,       | 911.99         |                                       |
|                                     |                      |                                      |  |  | VENDOR TOTAL *                  | 2,       | 911.99         |                                       |
| 0002671                             | 00                   | KANSAS GAS S                         |  | 001 6100 461 40 04                       |                                 | •        |                |                                       |
| 105962227<br>161419073              |                      |                                      | 00 11/05/2021<br>00 11/05/2021                     | 001-6120-461.40-04<br>501-4130-441.40-04 | MONTHLY BILLING MONTHLY BILLING |          | 52.25<br>50.79 |                                       |
|                                     |                      |                                      |  |  | VENDOR TOTAL *                  |          | 103.04         |                                       |
| 0000112<br>1100662<br>1090251       | 00                   | KANSAS ONE-C<br>005659<br>005652     | ALL SYSTEM, INC.<br>00 11/05/2021<br>00 11/05/2021 | 501-4130-441.40-06<br>531-4320-443.31-15 | LOCATES LOCATES FOR FIBER OPTIC |          | EFT:           | 32.40<br>21.60                        |
|                                     |                      |                                      |  |  | VENDOR TOTAL *                  |          | .00            | 54.00                                 |
| 0000261<br>0258137                  | 00                   | KANSAS SECRE                         | TARY OF STATE<br>00 03/25/2016                     | 551-4520-445.31-15                       | DISSOLUTION BY CONSENT          | CHECK #: |                | 20.00-                                |
|                                     |                      |                                      |  |  | VENDOR TOTAL *                  |          | .00            | 20.00-                                |
| 0099999<br>000045461                | 00                   | KANSAS STATE<br>UT                   | TREASURER<br>00 10/15/2021                         | 501-0000-229.00-00                       | FINAL BILL REFUND               | CHECK #: | 129760         | 601.82-                               |
|                                     |                      |                                      |  |  | VENDOR TOTAL *                  |          | .00            | 601.82-                               |
| 0000208<br>M-KS20-000               | 00<br>01 <b>'2</b> : | KDHE - BUREA<br>1005659              | U OF WATER<br>00 11/05/2021                        | 531-4320-443.31-15                       | ANNUAL PERMIT                   |          | 555.00         |                                       |
|                                     |                      |                                      |  |  |                                 |          |                |                                       |
| 0002489                             | 00                   | KPERS                                |  |  | VENDOR TOTAL *                  |          | 555.00         |                                       |
| 1618708                             |                      | 005656                               | 00 11/04/2021                                      | 721-0000-202.03-01                       | 110421 PAY PERIOD               | CHECK #: | 112            | 39,741.86                             |
|                                     |                      |                                      |  |  | VENDOR TOTAL *                  |          | .00            | 39,741.86                             |
| 0002490<br>1618709                  | 00                   | KPF<br>005657                        | 00 11/04/2021                                      | 721-0000-202.03-02                       | 110421 PAY PERIOD               | CHECK #: | 113            | 29,181.97                             |
|                                     |                      |                                      |  |  | VENDOR TOTAL *                  |          | .00            | 29,181.97                             |
| 0004949<br>L93595                   | 00                   | LEGAL RECORD                         | ), THE<br>00 11/05/2021                            | 501-4140-441.62-15                       | BID ADVERTISEMENT               |          | EFT:           | 29.88                                 |
|                                     |                      |                                      |  |  | VENDOR TOTAL *                  |          | .00            | 29.88                                 |
| 0003700<br>902196                   | 00                   |                                      | CLEAVE & PHILLIP 00 10/21/2021                     | OS PA<br>001-1120-411.31-02              | LEGAL SERVICES                  |          | EFT:           | 6,956.50                              |
|                                     |                      |                                      |  |  | VENDOR TOTAL *                  |          | .00            | 6,956.50                              |
| 0000294                             | 0.0                  | MTSC TAY CF                          | CTION, KS DEPT O                                   | T PFVFN                                  |                                 |          |                |                                       |

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VEND NO SEQ# VENDOR NAME EFT, EPAY OR ITEM VOUCHER P.O. ACCOUNT CHECK INVOICE BNK CHECK/DUE HAND-ISSUED NO DATE NO DESCRIPTION **AMOUNT AMOUNT** NO NO 0000294 MISC. TAX SECTION, KS DEPT OF REVEN JUL-AUG-SEP-21 005652 00 11/05/2021 521-4210-442.49-01 3Q 2021 CLEAN WATER FEE 14,457.72 VENDOR TOTAL \* 14,457.72 0004879 00 MKEC ENGINEERING, INC. PI0592 007142 00 10/21/2021 117-3130-431.62-07 PROFESSIONAL DESIGN SVCS 180668 5,000.00 EFT: VENDOR TOTAL \* .00 5,000.00 0003872 MOZINGO LAW FIRM, LLC 093976 005652 366.00 00 11/05/2021 001-1330-413.31-02 COURT APPT ATTY FEES EFT: 097007 005653 001-1330-413.31-02 144.00 00 11/05/2021 COURT APPT ATTY FEES EFT: COURT APPT ATTY FEES 092317 00 11/05/2021 120.00 005653 001-1330-413.31-02 EFT: 098748 005653 00 11/05/2021 001-1330-413.31-02 COURT APPT ATTY FEES 288.00 EFT: 60458 005653 00 11/05/2021 COURT APPT ATTY FEES 90.00 001-1330-413.31-02 EFT: VENDOR TOTAL \* .00 1,008.00 NEXGRID, LLC 0004957 2021318 PI0600 007792 00 10/04/2021 501-4130-441.52-31 EFT: 46,170.05 SMART METERS - ELECTRIC 2021317 PI0586 007462 00 09/30/2021 501-4140-441.63-73 SMART METERS - ELECTRIC EFT: 177,163.27 PI0590 007800 00 09/22/2021 2021281 521-4230-442.52-31 SMART METERS - WATER EFT: 37,150.17 260,483.49 VENDOR TOTAL \* .00 OFFICETEAM 0004123 58620926 00 11/05/2021 1,160.57 005653 604-1320-413.31-15 EFT: TEMP LABOR 005653 00 11/05/2021 TEMP LABOR 58667147 604-1320-413.31-15 EFT: 984.19 005653 58760282 00 11/05/2021 604-1320-413.31-15 TEMP LABOR 1,255.51 EFT: VENDOR TOTAL \* .00 3,400.27 0005177 OLATHE HEALTH PHYSICIANS 00 601-1230-412.31-15 POST OFFER PHYSICALS 246.00 7000002161 005653 00 11/05/2021 EFT: 246.00 VENDOR TOTAL \* .00 0000142 OLATHE WINWATER WORKS 00 550.00 166122 00 005653 00 11/05/2021 521-4230-442.52-31 EFT: SADDLE 165177 00 005653 00 11/05/2021 521-4230-442.52-31 SADDLE 2,700.00 EFT: 521-4230-442.52-31 165239 00 005653 00 11/05/2021 1,000.00 SADDLE EFT: 00 11/05/2021 3,300.00 165239 03 005653 521-4230-442.52-31 SADDLE EFT: 005653 00 11/05/2021 521-4230-442.52-31 165539 00 SADDLE EFT: 3,300.00 10,850.00 VENDOR TOTAL \* .00 0001569 PAYCOR, INC 00 001-1310-413.31-15 PAYROLL SERVICES 659.28 005658 CHECK #: 107 INV02818408 00 11/03/2021 659.28 .00 VENDOR TOTAL \* 0001174 REDDI SERVICES 00 PI0588 007794 00 09/20/2021 139141352 5,240.20 521-4220-442.31-15 VACUUM & HYDRO JETTING EFT: 521-4220-442.43-02 VACUUM & CLEANOUT 139309544 005653 00 11/05/2021 1,624.70 EFT: 6,864.90 VENDOR TOTAL \* .00 0005152 00 SAK CONSTRUCTION, LLC

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# EXPENDITURE APPROVAL LIST

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AS OF: 11/05/2021 PAYMENT DATE: 11/05/2021

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| CITY OF GARDNER |  |

| VEND NO<br>INVOICE<br>NO | SEQ#           | VENDOR NAME<br>VOUCHER P.O.<br>NO NO | BNK CHECK/DUE<br>DATE            | ACCOUNT<br>NO                            | ITEM<br>DESCRIPTION             | CHECK<br>AMOUNT | EFT, EPAY OR<br>HAND-ISSUED<br>AMOUNT |
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|                          |                |                                      |                                  |  |                                 |                 |                                       |
| 0005152<br>21801         | 00             | SAK CONSTRUC<br>PI0599 007765        | TION, LLC<br>5 00 10/27/2021     | 531-4330-443.43-10                       | PIPE REHAB PROJECT              | EFT:            | 353,567.50                            |
|                          |                |                                      |                                  |  | VENDOR TOTAL *                  | .00             | 353,567.50                            |
| 0099999<br>093660        | 00             | SHAKAREN SHE                         | REE JAMES<br>00 11/05/2021       | 001-0000-228.30-00                       | CASH BOND REFUND                | 125.00          |                                       |
|                          |                |                                      |                                  |  | VENDOR TOTAL *                  | 125.00          |                                       |
| 0005122                  | 00             | SLATE ROCK F                         | <del>-</del>                     |  |                                 |                 |                                       |
| 3057                     |                | 005653                               | 00 11/05/2021                    | 501-4120-441.53-02                       | SHIRTS                          | EFT:            | 203.08                                |
| 3157                     |                | 005653                               | 00 11/05/2021                    | 501-4120-441.53-02                       | SHIRTS                          | EFT:            | 463.15                                |
| 0001555                  | 0.0            | <b>a====</b> =====                   |                                  |  | VENDOR TOTAL *                  | .00             | 666.23                                |
| 0001566<br>8064006224    | 00             | STAPLES BUSI 005653                  | NESS ADVANTAGE<br>00 11/05/2021  | 604-1320-413.52-20                       | COPY PAPER                      | EFT:            | 374.90                                |
|                          |                |                                      | _, _, _ <b></b>                  |  |                                 |                 |                                       |
| 0004785                  | 00             | SUMNERONE, I                         | INC                              |  | VENDOR TOTAL *                  | .00             | 374.90                                |
| 3022773                  | - <del>-</del> | 005653                               | 00 11/05/2021                    | 602-1340-413.43-02                       | MONTHLY BILLING                 | EFT:            | 402.42                                |
| 3024219                  |                | 005653                               | 00 11/05/2021                    | 602-1340-413.43-02                       | MONTHLY BILLING                 | EFT:            | 223.20                                |
|                          |                |                                      |                                  |  | VENDOR TOTAL *                  | .00             | 625.62                                |
| 0003664<br>0005767-IN    | 00             | SUNSET LAW E                         | ON 11/05/2021                    | 001-2120-421.52-20                       | AMMO                            | EFT:            | 1,971.80                              |
|                          |                |                                      |                                  |  | ₹₩ΤΟΟ ΦΟΦΑΤ ★                   |                 |                                       |
| 0004482                  | 00             | SUPERION, LL                         | <sub>-</sub> C                   |  | VENDOR TOTAL *                  | .00             | 1,971.80                              |
| 334135                   |                | <del>-</del>                         | 00 10/19/2021                    | 602-1340-413.47-05                       | ASP TECHNICAL ACCESS FEE        | EFT:            | 8,401.45                              |
| 0001001                  | •              |                                      | Na                               |  | VENDOR TOTAL *                  | .00             | 8,401.45                              |
| 0004984<br>PAY APP 10    | 00             |                                      | CAVATING, LLC<br>5 00 10/27/2021 | 403-3130-431 62-04                       | INFRASTRUCTURE & ASSET          | EFT:            | 78,650.36                             |
| PAY APP 10<br>PAY APP 10 |                |                                      | 00 10/27/2021                    | 403-3130-431.62-04                       | FORCE ACCOUNT                   | EFT:            | 33,136.42                             |
| PAY APP 10               |                |                                      | 5 00 10/27/2021                  | 403-4130-441.62-15                       | INFRASTRUCTURE & ASSET          | EFT:            | 16,391.99                             |
| PAY APP 10               |                |                                      | 00 10/27/2021                    | 403-4230-442.62-16                       | INFRASTRUCTURE & ASSET          | EFT:            | 20,570.67                             |
| PAY APP 10               |                | PI0597 007573                        | 3 00 10/27/2021                  | 403-4330-443.62-10                       | CHANGE ORDER 1                  | EFT:            | 59,747.33                             |
| PAY APP 5                | FINA           | LPI0606 007530                       | 00 11/01/2021                    | 403-4330-443.62-10                       | SANITARY SEWER                  | EFT:            | 52,952.75                             |
|                          |                |                                      |                                  |  | VENDOR TOTAL *                  | .00             | 261,449.52                            |
| 0002012<br>M3028         | 00             | SYSTEMS MANU                         | JFACTURING, INC 00 11/05/2021    | 521-4220-442.43-02                       | ELECTRIC REPAIR                 | EFT:            | 450.24                                |
|                          |                |                                      |                                  |  | VENDOR TOTAL *                  | .00             | 450.24                                |
| 0000174                  | 00             | TAPCO PRODUC                         |                                  |  |                                 |                 |                                       |
| 153541                   |                | 005653                               | 00 11/05/2021                    | 603-3150-431.42-01                       | MONTHLY BILLING                 | EFT:            | 101.28                                |
| 153541                   |                | 005653                               | 00 11/05/2021                    | 603-3150-431.42-01                       | MONTHLY BILLING                 | EFT:            | 18.90                                 |
| 153541<br>153541         |                | 005653                               | 00 11/05/2021                    | 603-3150-431.42-01                       | MONTHLY BILLING                 | EFT:            | 18.90                                 |
| 153541<br>153541         |                | 005653<br>005653                     | 00 11/05/2021<br>00 11/05/2021   | 603-3150-431.42-01<br>603-3150-431.42-01 | MONTHLY BILLING MONTHLY BILLING | EFT:            | 47.30<br>35.40                        |
| 153541                   |                | 005653                               | 00 11/05/2021                    | 603-3150-431.42-01                       | MONTHLY BILLING MONTHLY BILLING | EFT:<br>EFT:    | 55.40<br>55.30                        |
| エつつつエエ                   |                | 003033                               | OO TT/OS/ZOZT                    | 003-3130-431•4 <b>2-</b> 01              | TACIATITA DINTING               | ₽L T •          | 55.30                                 |

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AS OF: 11/05/2021 PAYMENT DATE: 11/05/2021 PROGRAM: GM339L

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|                          |      |                         |               |        |                   |                    |                     |       |                 |                                       |
| 0000174                  | 00   | TAPCO                   | PRODU         | CTS CO | •                 |                    |                     |       |                 |                                       |
| 153541                   |      | 005653                  |               | 00 1   | 1/05/2021         | 603-3150-431.42-01 | MONTHLY BILLING     |       | EFT:            | 90.52                                 |
| 153541                   |      | 005653                  |               | 00 1   | 1/05/2021         | 603-3150-431.42-01 | MONTHLY BILLING     |       | EFT:            | 58.20                                 |
| 153541                   |      | 005653                  |               | 00 1   | 1/05/2021         | 603-3150-431.42-01 | MONTHLY BILLING     |       | EFT:            | 184.49                                |
|                          |      |                         |               |        |                   |                    | VENDOR TOTAL        | *     | .00             | 610.29                                |
| 0000176                  | 00   | TIME V                  | <b>VARNER</b> | CABLE  |                   |                    |                     |       |                 |                                       |
| 0108665101               | L921 | 005653                  |               | 00 1   | 1/05/2021         | 602-1340-413.47-05 | MONTHLY BILLING     |       | 119.99          |                                       |
| 0241458102               | 2121 | 005653                  |               | 00 1   | 1/05/2021         | 602-1340-413.47-05 | MONTHLY BILLING     |       | 950.00          |                                       |
|                          |      |                         |               |        |                   |                    | VENDOR TOTAL        | *     | 1,069.99        |                                       |
| 0000105                  | 00   | TYLER                   | TECHN         | OLOGIE | S, INC            |                    |                     |       |                 |                                       |
| 025-354568               | 3    | 005653                  |               | 00 1   | 1/05/2021         | 602-1340-413.47-05 | MONTHLY BILLING     |       | EFT:            | 200.00                                |
|                          |      |                         |               |        |                   |                    | VENDOR TOTAL        | *     | .00             | 200.00                                |
| 0003836                  | 00   | UNIVE                   | RSAL S        | IGN &  | DISPLAY LLO       | 2                  |                     |       |                 |                                       |
| 11952                    |      | 005653                  |               |        | 1/05/2021         | 001-6110-461.54-51 | SPONSOR BANNER      |       | 100.00          |                                       |
| 11952                    |      | 005653                  |               |        | 1/05/2021         | 001-6110-461.54-51 |                     |       | 100.00          |                                       |
|                          |      |                         |               |        |                   |                    | VENDOR TOTAL        | *     | 200.00          |                                       |
|                          |      |                         |               |        |                   |                    | HAND ISSUED TOTAL   | ***   |                 | 75,166.77                             |
|                          |      |                         |               |        |                   |                    | EFT/EPAY TOTAL      | * * * |                 | 1,268,244.96                          |

TOTAL EXPENDITURES \*\*\*\*

GRAND TOTAL \*\*\*\*\*\*\*\*\*\*\*\*\*\*

### COUNCIL ACTION FORM CONSENT AGENDA ITEM No. 3

MEETING DATE: NOVEMBER 15, 2021

STAFF CONTACT: KELLEN HEADLEE, PUBLIC WORKS DIRECTOR

**Agenda Item:** Consider authorizing the execution of a Change Order with RF Sealing

and Striping, LLC. for improvements for Gardner Municipal Airport

Strategic Priority: Infrastructure and Asset Management; Fiscal Stewardship; Quality of Life

**Department:** Public Works

### **Staff Recommendation:**

Staff recommends authorizing the City Administrator to execute Change Order No. 1 with RF Sealing and Striping, LLC. for improvements at the Gardner Municipal Airport in an amount not to exceed \$32,950.83.

### **Background/Description of Item:**

On November 16, 2020, the City Council authorized the execution of a contract with RF Sealing and Striping to construct improvements at the Gardner Municipal Airport. The purpose of the project was to re-mark Runway 8-26 for reduced runway length in accordance with the Gardner Municipal Airport Layout Plan Interim Condition for Runway 8-26. The project included runway pavement remarking, taxiway pavement remarking, runway edge lighting installation, and miscellaneous appurtenant items. This change order is being requested to add runway sealing to the contract.

### **Financial Impact:**

The original bid for the improvements was \$42,417.42. This change order will add \$32,950.83, making the total amount of the project \$75,368.25. Ninety percent of the project cost will be paid for by KDOT Kansas Airport Improvement Program (KAIP) funds. With this change order, the city's portion will increase from \$4,241.74 to \$7,536.82 and will be paid out of the city's Airport Fund.

### **Attachments Included:**

Change Order

### **Suggested Motion:**

Authorize the City Administrator to execute Change Order No. 1 with RF Sealing and Striping LLC. for improvements to the Gardner Municipal Airport in an amount not to exceed \$32,950.83.

### CHANGE ORDER

|    |                      | 1 of 1  RF Sealing and Striping, LLC  | CONTRACTOR                    |   |                                     | OUNTY:                  |  | Johnson                          | mod             |
|----|----------------------|---|-------------------------------|---|-------------------------------------|-------------------------|--|----------------------------------|-----------------|
|    | 10                   | 10 Gealing and Ottiphing. EEG   | CONTRACTOR                    |   |                                     | CT NO.:                 |  | AV-2020-11                       | port            |
| Υı | OU ARE H             | HEREBY DIRECTED TO MAKE THE FOLLOWING CH  | ANGES FROM T                  | HE CONTRACT                               |                                     | .01 140                 |  | AV-2020-11                       |                 |
|    | Prior to co          | PTION AND REASON FOR CHANGE: (ATTACH SUPI<br>onstruciton it was determined that additional scope item<br>3-26 and surface sealer for two sets of taxilanes to the | is could be added             | to the project.                           | This change or                      | der adds t<br>act time, | the efforts for join                         | nt sealant on                    |                 |
|    | (B)<br>CONTRACT      |   | (D)<br>UNITS                  | (E)<br>UNITS                              | (F)<br>UNITS                        |                         | (G)<br>CONTRACT                              | (H)<br>AMOUNT OF                 | (I)<br>AMOUNT O |
| Ε. | NO_                  | ITEM DESCRIPTION  | PREVIOUSLY<br>PROVIDED<br>FOR | TO BE<br>CONSTRUCTED                      | OVERRUN,<br>UNDERRUN,<br>CONTINGENT | TIMU                    | OR<br>AGREED<br>UNIT PRICE                   | OVERRUN<br>OR PLUS<br>CONTINGENT | OR MINUS        |
|    | SA1.1<br>SA1.2       | Clean and Seal Joints and Cracks on Runway 8-26 Pavement Friction Seal Coal Surface Treatment   | 0                             | 5,992<br>10,011                           | 5,992<br>10,011                     | L F<br>S.Y              | \$1.74<br>\$2.25                             | \$10,426.08<br>\$22,524.75       |                 |
|    |                      |   |                               |   |                                     |                         |  |                                  |                 |
|    |                      |   |                               |   |                                     |                         |  |                                  |                 |
|    |                      |   |                               |   |                                     |                         | TOTALS                                       | \$32,950.83                      |                 |
|    | 1_<br>2.<br>3_<br>4_ | CONTRACT AMOUNT OVERRUN OR UNDERRUN THIS ORDER (H-I) OVERRUN PREVIOUS (LINE 4 ON PREV. ORDER) TOTAL OVERRUN TO DATE (2+3) TOTAL (1+4)                             | \$32,950.83<br>\$0.00         | \$42,417.42<br>\$32,950.83<br>\$75.368.25 | 4. COMMENT                          |                         |  |                                  |                 |
| 1  | C L                  | Hagol 09/   | 23/2021<br>DATE               | THE TERMS (                               | RF                                  | Sealing:                | INED ABOVE A and Striping, LLC R (Company Na | <b>.</b>                         | GREED TO        |
|    |                      | - SPONSOR   |                               | 11  | Ran                                 | 0                       | 7/1  | 7-9                              | 7.24            |

### COUNCIL ACTION FORM CONSENT AGENDA ITEM No. 4

MEETING DATE: NOVEMBER 15, 2021

STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

**Agenda Item:** Consider authorizing the purchase of a Hydro Excavation Trailer and Valve

Exerciser

Strategic Priority: Infrastructure and Asset Management

**Department:** Utilities – Water Division

### **Board/Commission Recommendation:**

On November 4, 2021, the Utility Advisory Commission approved a recommendation to the City Council to purchase a Hydro Excavation Trailer and Valve Exerciser for the Line Maintenance division from Key Equipment.

### **Staff Recommendation:**

Staff recommends authorizing the City Administrator to purchase a Hydro Excavation Trailer and Valve Exerciser for the Line Maintenance division from Key Equipment for \$52,980.00, plus insurance and delivery charges.

### **Background/Description of Item:**

The Utilities Line Maintenance Division is responsible for maintaining all 2,369 main water line valves, 1,161 hydrant valves, water storage/treatment facility valves, and other valves throughout the city. The equipment requested will be used for the city's annual valve maintenance program, potholing, locating, and smaller emergencies that can occur throughout the city's water system. The purchase of this equipment was approved in the 2021 Water Budget for \$65,000.

A Request for Proposals (RFP) was advertised on the City of Gardner website, Drexel website and *The Legal Record*. Staff received 4 proposals. All proposals were evaluated on a matrix that that rated the technical requirements, experience with local municipalities, equipment warranties, delivery time, and cost of product. Only one proposal package met the requirements in the RFP.

| Contractor              | Total Cost  |
|-------------------------|-------------|
| Key Equipment           | \$52,980.00 |
| Line Maintenance Budget | \$65,000.00 |
| Schulte Wachs           | \$68,750.00 |
| Ring Omatic             | \$44,336.00 |

### **Financial Impact:**

Funding for the project is available from Water Fund Budget.

### Attachments included:

- a. RFP
- b. Key Equipment Proposal
- c. November 4, 2021 UAC Meeting Minutes

**Suggested Motion:**Authorize the City Administrator to purchase a Hydro Excavation Trailer and Valve Exerciser for the Line Maintenance division from Key Equipment for \$52,980.00, plus insurance and delivery charges.

### **Gardner Utilities Department**



### **REQUEST FOR PROPOSAL**

### Hydro Excavation Trailer & Valve Exerciser

**July 2021** 

Contact Information Mr. Teddy Manes, LM Superintendent (913) 856-0967



| REQUEST FOR PROPOSALS                  | i  |
|--|----|
| INSTRUCTIONS TO PROPOSERS              | 1  |
| TERMS & CONDITIONS                     | 9  |
| AGREEMENT                              | 10 |
| TECHNICAL SPECIFICATIONS               | 18 |
| PROPOSAL FORM                          | 22 |
| PROPOSER'S AFFIDAVIT                   | 24 |
| NONCOLLUSION AFFIDAVIT OF PRIME BIDDER | 25 |

### CITY OF GARDNER

### **REQUEST FOR PROPOSALS**

Proposals for One (1) **Hydro Excavation Trailer & Valve Exerciser** will be accepted by the City of Gardner, Kansas, at the Utilities Director's Office, Utilities Department Administration Building, 1150 E. Santa Fe Street, Gardner, Kansas, 66030, until 11:00 A.M. (local time) August 06, 2021, at which time the proposals will be taken under advisement, and the names of respondents will be made available for public record; all other information is confidential until contract negotiations are completed. Any proposal received after the designated closing time will not be considered and will be returned unopened.

All proposals shall be submitted to the Gardner Utilities Department via email at <a href="Utilities\_Department@gardnerkansas.gov">Utilities\_Department@gardnerkansas.gov</a>, or in sealed envelopes to the Utilities Department at 1150 E. Santa Fe Street, Gardner, Kansas, 66030, addressed to the City of Gardner, Kansas, Attention: LM Superintendent, marked "Proposal for: <a href="Hydro Excavation Trailer & Valve Exerciser">Hydro Excavation Trailer & Valve Exerciser</a>".

Copies of plans and specifications can be seen or purchased for a Non-Refundable fee on-line at <a href="www.drexeltech.com">www.drexeltech.com</a> in their eDistribution plan room, additional assistance is available at <a href="distribution@drexeltech.com">distribution@drexeltech.com</a>. Information regarding this project can be found in the "Public Jobs" link on the website. Contractors desiring the Contract Documents for use in preparing bids may also obtain a set of such documents from Drexel Technologies; 10840 West 86th Street, Lenexa, Kansas, 66214, 913-371-4430. Bidding documents will be shipped only if the requesting party assumes responsibility for all related charges. Corporate, certified, or cashier's checks shall be made payable to Drexel Technologies, Inc.



### **INSTRUCTIONS TO PROPOSERS**

### Hydro Excavation Trailer & Valve Exerciser

### A. General Statement:

The Proposer shall submit all proposals on the forms provided as part of these Proposal Documents and in compliance with these Instructions. All appropriate blanks shall be filled-in and the appropriate individual on behalf of him/herself or the entity submitting the proposal shall sign the Proposal. Each proposal must be enclosed in a sealed envelope plainly marked "Proposal for: <a href="https://example.com/hydro/ExcavationTrailer-wall-example.com/hydro/ExcavationTrailer-wall-example.com/hydro/ExcavationTrailer-wall-example.com/hydro/ExcavationTrailer-wall-example.com/hydro/Excavation: "Utilities Line Maintenance".</a>

#### **B. RFP Documents:**

1. RFP Documents may be obtained from:

Drexel Technologies www.drexeltech.com 10840 W. 86<sup>th</sup> Street Lenexa, KS 66214

- Complete sets of Proposal Documents shall be used in preparing Proposals.
   Proposing documents consist of the Proposal, Contract, and any Plans or other supporting documentation.
- 3. Neither the City, nor any employee, nor any entity in contract with the City, assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Proposal Documents.
- 4. The City, in making copies of the Proposal Documents available on the above terms, does so only for the purpose of obtaining proposals on the Work and does not confer a license or grant for any other use.
- Proposals shall include furnishing all labor, materials, equipment and performing the Work for the project in strict accordance with the Proposal Documents and any Addenda.

### C. Inquiries:

All Vendors are prohibited from contacting City officials, consultants, or staff, regarding this RFP between the time of issuance of the RFP and contract award, unless such contact is made through the City contact specified below. Failure to comply with this provision could result in rejection of a Vendor's proposal.

All questions regarding the proposal documents and proposal should be directed in writing, via e-mail or posted mail to:

Pre-proposal guestions will be accepted until August 31, 2021.

Inquiries regarding the project should be directed to:

Teddy Manes, LM Superintendent

Phone: 913.856.0967

Email: tmanes@gardnerkansas.gov

The City's representative for the duration of this project is:

Teddy Manes 1150 E. Santa Fe St. Gardner, KS 66030 913.856.0967 tmanes@gardnerkansas.gov

### D. Project Timeline:

The following dates are provided in addition to those previously stated to help interested Proposers in planning participation in the project herein. The dates listed, however, are in no way guaranteed and are subject to change without notice.

Proposal Issue Date July 19, 2021

Proposal Deadline August 06, 2021, 11:00 a.m.

Utility Advisory Board September 02, 2021 City Council Meeting September 20, 2021

### E. Proposers Representation:

In order to induce the City to accept their Proposal, in addition to and not in lieu of any other representations and warranties contained in the Proposing Documents, the Proposer represents and warrants the following to the City:

- The Proposer and their subcontractors are financially solvent and possess sufficient working capital to complete the Work and perform all obligations hereunder:
- 2. The Proposer is able to provide the tools, materials, supplies, equipment, and labor required to complete the Work and perform the Proposer's obligations hereunder;
- 3. The Proposer is now and will continue to be authorized to do business in the State of Kansas, and is now and will continue to be properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Proposer and over the Work and the Project;
- 4. The Proposal and execution of the Proposing Documents and the Proposer's performance thereunder are within the Proposer's duly authorized powers;
- 5. The Proposer has made an exhaustive study of the Proposing Documents; understands the terms and provisions thereof; has sought or will timely seek any and all necessary clarifications prior to submitting the Proposal and that the Proposal is made in accordance with the foregoing;
- 6. The Proposal is based upon the materials, systems, and equipment described in the Proposing Documents without exception;

- 7. The Proposer certifies that his Proposal is submitted without collusion, fraud, or misrepresentation as to other Proposers, so that all Proposals for the project result from a free, open and competitive Proposing environment;
- 8. The Proposer possess a high level of experience and expertise in the business administration, management, and superintendence of projects of the size, complexity, and nature of this particular project, and that the Proposer will perform the Work with care, skill and diligence of such a Contractor;
- 9. The Proposer acknowledges that the City is relying upon this Proposer's skill and experience in connection with the Work being Proposal herein;
- 10. That complete sets of Proposing Documents were used in preparing the Proposal and that the City is not responsible for errors or misinterpretations resulting from the use of incomplete sets of such documents.

### F. General Instructions:

- 1. The foregoing warranties are in addition to, and not in lieu of (A) any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations, and performance of the Work and, (B) any and all other warranties, representations and certifications made in the Proposing Documents. The Contractor's liability hereunder shall survive the City's final acceptance of and payment for the Work. All representations and warranties set forth herein and in the Contract Documents shall survive the final completion of the Work or the earlier termination of this Agreement.
- 2. Any or all Proposers may be required by the City to furnish information to support the Proposer's capability to fulfill the Contract if awarded the Contract. Such information does not need to be submitted with the Proposal, but may be requested at the City's option. Such information may include, but not be limited to, the following:
  - i. Proof of registration with the Kansas Director of Taxation (K.S.A. 79-1009).
  - ii. Proof of registration with the Kansas Secretary of State.
  - iii. List of projects of similar size and type the Proposer has constructed or in which the Proposer has been engaged in a responsible capacity.
  - iv. Evidence the Proposer maintains a permanent place of business.
  - v. A current financial statement.
- Examination: Before submitting a Proposal, each Proposer shall examine carefully
  all documents pertaining to the work and visit the site to fully inform himself of the
  condition of the site and the conditions and limitations under which the work is to
  be performed.
- 4. Submission of a Proposal will be considered presumptive evidence that the Proposer has fully informed himself of the conditions of the site, requirements of the Contract Documents, and of pertinent national, state and local codes and ordinances, and that the Proposal made allowances for all conditions, requirements and contingencies.

5. Proposer requiring clarification or interpretation of the Proposing Documents shall make such requests (in writing only) of the Project Manager at least seven (7) days before the date for receipt of Proposals.

### G. Addenda:

- 1. Any interpretations, corrections or changes to the Proposing Documents will be made by Addenda.
- 2. Written Addenda will be distributed on-line through <u>www.drexeltech.com</u> to all plan holders registered with Drexel Technologies.
- 3. Copies of written Addenda will be made available for inspection wherever Proposing Documents are on file for that purpose.
- 4. Addenda will be issued no later than four days prior to the date for receipt of Proposals, except an addendum withdrawing the request for Proposal Proposals, or one, which includes postponement of the date for receipt of Proposal Proposals.
- 5. Each Proposer shall ascertain prior to submitting his Proposal that he has received all written addenda issued, and he/she shall acknowledge its receipt in his Proposal.

### H. Substitutions:

- 1. Each Proposer represents that his Proposal is based upon materials and equipment described in the Proposing documents.
- 2. No substitution will be considered prior to receipt of Proposals unless written request for approval has been received by the City at least seven (7) days prior to the date of the Proposal opening.
- Each such request shall include the name of the material or equipment for which
  it is to be substituted and a complete description of the proposed substitute
  including drawings, cuts, performance and test data and any other information
  necessary for an evaluation.
- 4. A statement setting forth any changes in other materials, equipment or other Work that incorporation of the substitute would require shall be included.
- 5. The burden of proof of the merit of the proposed substitute is upon the proposer.
- 6. The City's decision of approval or disapproval of a proposed substitution shall be final
- 7. If the City approves any proposed substitution, such approval will be set forth in a written addendum. Proposers shall not rely upon approvals made in any other manner.
- 8. No substitution will be considered after the Contract award unless specifically provided in the Contract Documents.

### I. Preparation of Proposals:

- 1. Proposals shall be made upon the form provided in these Proposing Documents.
- All blanks must be filled in with ink or type. Blanks left on the Proposal form may cause a Proposer to be disqualified. The completed form shall be without alteration or erasure.

- 3. If a Proposal on all alternates is not required for alternate items, a written indication of "no Proposal" on the Proposal form is required.
- 4. Amounts shall be expressed in both words and figure, and in case of discrepancy between the two, the amount in words shall govern.
- 5. Sign Proposal form in longhand, with name typed below signature. Where Proposer is a Corporation, Proposals must be signed with the legal name of the Corporation, followed by the legal signature of an officer authorized to bind the Corporation to a contract.

### J. Submission:

All proposals shall be submitted to the Gardner Utilities Department via email at <a href="Utilities\_Department@gardnerkansas.gov">Utilities\_Department@gardnerkansas.gov</a>, or in sealed envelopes to the Utilities Department at 1150 E. Santa Fe Street, Gardner, Kansas, 66030, addressed to the City of Gardner, Kansas, Attention: Utilities LM Superintendent, marked "Proposal for: <a href="HydroExcavation Trailer & Valve Exerciser">Hydro Excavation Trailer & Valve Exerciser</a> ". Provide one (1) original and one (1) electronic copy.

### K. Modification and Withdrawal:

Proposals may only be withdrawn or corrected pursuant to the provisions of K.S.A. 75-6901, as amended, et seq.

### L. Consideration of Proposals

- The City reserves the right to reject any and all Proposals; to waive any and all technicalities, irregularities and formalities; to negotiate contract terms with the successful Proposer; and the right to disregard all non-conforming, non-responsive or conditional Proposals.
- 2. In evaluating Proposals and determining the lowest responsible Proposer, City shall consider qualifications of the Proposers.
- 3. Each Proposer shall submit on a form provided for that purpose, a Statement of Proposer's Qualifications, when required by the City.
- 4. The City may consider the qualification and experience of Proposers and subcontractors and other persons and organizations, including suppliers, proposed to be involved in the project. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the City.
- 5. The City may conduct any such investigation it deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of the Proposers, proposed subcontractors and other persons, organizations and suppliers, to do Work in accordance with the contract documents to the City's satisfaction within the prescribed time.

### M. Proposal Evaluation

1. A selection committee comprised of a minimum of three City staff members will be formed and shall be chaired by the Utilities Department Director or his/her designee. The committee shall include cross departmental representation, which

- may include the City Administrator or designee, a second department director or designee, and at least one other individual decided upon by the Utilities Department Director.
- 2. The selection committee shall review the Proposals and provide a preliminary ranking of the vendors according to the criteria contained in the RFP. If necessary, discussions, interviews, or oral presentations by the top respondents will be scheduled.
- 3. Information provided in the Proposals will be confidential during the evaluation process.
- 4. Final committee consensus of a recommended respondent will be made to the Gardner Utilities Advisory Commission for recommendation to the City Council.

#### N. Evaluation Criteria

The selection committee will evaluate the responses based on the following criteria;

- 1. Meeting Technical Requirements 45% Weight
- 2. Experience with Government Municipalities within the State of Kansas and within the region.— 10% Weight
- 3. Warranty 25% Weight
- 4. Delivery Time 10% Weight
- 5. Price 10% Weight

# O. Acceptance and Award

- The City of Gardner reserves the right to waive all formalities and minor defects, and/or reject any and all RFPs in whole or in part with or without cause, and/or to accept the RFP that in its judgment will be in the best interest of the City of Gardner irrespective of cost.
- 2. The City of Gardner reserves the right to further negotiate details of the proposed contract with respondent to reach a contract that is mutually beneficial and meets the project needs, schedule, and budget of the City of Gardner.

#### P. State of Kansas Preference

- 1. State law, K.S.A. 75-3740a, requires that, to the extent permitted by federal law and regulations when letting contracts for Proposals, the City must require any Proposer domiciled outside the state of Kansas to submit a Proposal the same percent less than the lowest Proposal submitted by a responsible Kansas Proposer as would be required of such Kansas domiciled Proposer to succeed over the Proposer domiciled outside Kansas on a like contract let in the foreign Proposer's domiciliary state.
- 2. All Proposers domiciled outside of the State of Kansas shall furnish City with a copy of their state's preferential Proposing statutes and the applicable percent received by in-state Proposers from the state in which the contract is located.

#### Q. Subcontractors

- 1. The Contractor shall not award subcontracts, which total more than forty-five percent (45%) of the contract and shall perform, within its organization, work amounting to not less than fifty-five percent (55%) of the total contract price.
- 2. The Contractor shall submit the names of subcontractors for approval by the City prior to award of the contract.

#### R. Basis of the Award

- 1. The City shall award to the lowest and best, responsive, responsible Proposer as determined by the City and shall be required to enter into a contract with the City.
- 2. If the contract is awarded, the City will give the successful Proposer a Notice of Award within sixty (60) days after the day of the Proposal opening.
- 3. City of Gardner has a standard agreement for purchase of goods included in the Invitation for Proposals. By submitting a Proposal, Proposer acknowledges to have reviewed the terms and conditions of the agreement.

#### S. Notice To Proceed

- 1. No work shall commence until the City issues a Notice To Proceed, and a Notice To Proceed will not be issued until all of the following are delivered to the City.
  - i. The Contract signed by the representative with authority and ability to do so.
  - ii. Certificate of Insurance listing the City as Additional Insured.
  - iii. Certificate of Nondiscrimination.
  - iv. List of subcontractors and suppliers.
  - v. Corporate Resolution of authority to sign and deliver the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary and dated prior to all other submittals.
  - vi. Domestic (Kansas) corporations shall furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State.
  - vii. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State.
- 2. Such documents must be delivered with ten (10) days of the City's written notification to the successful Proposer. If they are not delivered within such time then the Proposer will be deemed to have abandoned its contract with the City, and the City will award a contract to the next lowest and best Proposal.
- The successful Proposer shall not make claim either for time or money against the City for labor or materials performed or delivered prior to issuance of the Notice to Proceed.
- The City's responsibility to issue a Notice to Proceed is expressly conditioned on the Contractor's timely execution and delivery prior to issuance of the Notice to Proceed.

# T. Payment by City

- 1. Payments by the City may be made using any of the following methods of payment, in its sole discretion:
  - i. ACH or wire transfer
  - ii. Check checks will be mailed to the Contractor's place of business
  - iii. Credit/Purchasing Card for payments under \$1,000
- 2. The successful Proposer will be required to submit financial information as required by the City to enable the use of the aforementioned payment methods and to enable the City to properly report such payments as required by federal law.

# **U.** Indemnity/Hold Harmless Agreement

The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Gardner and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the Proposal process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

## V. Open Record

Sealed Proposals received by the City pursuant to this solicitation will be temporarily exempt from disclosure in accordance with the Kansas Open Records Act. Thereafter, Proposals will be open for inspection by any person pursuant to the Kansas Open Records Act.

#### W. Taxes

The City of Gardner is not exempt from paying Kansas sales tax and should be included in the Proposal price.

#### X. All Work

Shall be in accordance with all Federal and State Laws, Local Ordinances and Building Codes, and the Americans with Disabilities Act, as amended.

# **TERMS & CONDITIONS**

#### A. Insurance:

Any Proposer receiving an award shall be required to provide proof of this insurance, in the form of a Certificate of Insurance, listing the City of Gardner as an additional insured. The following insurance(s) shall be required:

- Workers' Compensation and Employer's Liability Demonstrate compliance with K.S.A. 44-532(b) including maintenance of insurance providing the statutory limits under the Kansas Workers Compensation Act; the Contractor shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.
   Commercial General Liability for bodily injury and property damage liability claims
- □ Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.
- □ Additional Insurance The Contractor shall be required to purchase an Owner's Protective Liability Insurance Policy, issued on an occurrence basis and covering bodily injury (and death) and property damage, naming the City as named insured. The liability limits shall be as stated in the Instructions to Proposers or in the Special Conditions. The original policy shall be placed on file with the City and maintained during the life of the Contract. Such policy shall contain no exclusion relative to any function performed by the City or its employees and agents in connection with the Work.
- Special Hazards Additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Instructions to Proposers or Special Conditions

#### **B.** Term of Contract:

This contract shall commence the day after date of award by the City unless otherwise stipulated in the Notice of Award Letter. The contract shall remain in effect as reflected on the Proposal Form.

#### AGREEMENT FOR PURCHASE OF GOODS

| This agreement ["Agreement"], is made as of this _  | day of       | , 2021, by and              |
|---|--------------|-----------------------------|
| between the City of Gardner, Kansas, [hereinafter ' | "City"], and | _, [hereinafter referred to |
| as "Vendor"].                                       |              |                             |

#### RECITALS

WHEREAS, pursuant to a request by City, Vendor has submitted a proposal for a Hydro Excavation Trailer and Valve Exerciser designed specifically for maintenance of sewer collection pipes; and

WHEREAS, City and Vendor desire to state the terms and conditions for this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

#### **AGREEMENT**

# 1.0 Purpose.

Vendor will supply a Hydro Excavation Trailer and Valve Exerciser including training as requested by City and as outlined in Vendor's response to said Request.

# 2.0 <u>Term of Agreement.</u>

The term of this Agreement shall be from September 2021, to delivery and training, unless terminated earlier in accordance with the provisions of <a href="Article 2">Article 2</a> below. In the event that the services rendered under this Agreement may extend beyond any one budget year, the continuation of this Agreement from year to year is contingent upon the approval of sufficient budgetary authority for the continuation of this Agreement by the Governing Body of the City in the establishment of its annual budget.

# 3.0 Termination.

City reserves the right to terminate this Agreement with a thirty (30) day written notice as a result of the failure of Vendor to provide acceptable goods or if City determines that goods can be better provided by in-house or other sources. In the event of termination of this Agreement as a result of a breach by Vendor, the City will not be liable for any fees and may, at its sole option, award an agreement for the same goods to another qualified firm to provide goods or the City may complete the work in-house.

#### 4.0 Compensation and Prices.

4.1 City agrees to pay and Vendor agrees to accept as compensation for the goods and services provided pursuant to this Agreement, payment in the amount identified within the table below, with the total including all services that Vendor has agreed to provide to City, along with the listed goods. The fees indicated within said table shall include all of Vendor's time, labor, equipment, and supplies.

Furthermore, the prices included within said table include all freight, inside delivery, fuel charges, and handling fees.

- 4.2 Payment shall be made by City only for goods provided and upon submission of a payment request upon delivery of goods.
- 4.3 All invoices should be sent to the Utilities Department, 1150 E. Santa Fe Street.
- 4.4 Compensation table, Vendor to invoice the City for the following item(s) when described:
  - 1. Supply a Combination High Pressure Jet and Vacuum Machine Truck per attached proposal including training.
  - 2. Total is \_\_\_\_\_ with 30-day payment terms.
  - 3. Freight, and insurance included.

# 5.0 Cash Basis and Budget Laws.

The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws, or if mill levy funds generated are less than anticipated.

# 6.0 Indemnification.

If properly notified and given the opportunity to do so, the Vendor shall indemnify and save harm City, its officers, agent and employees from all suits, actions, or claims brought for or on account of any bodily injury or damage to tangible property arising out of or caused by the negligence of the Vendor, it's officers, agents or employees. The total liability of Vendor in connection with this indemnity agreement shall in no event exceed either the contract price or the value of any applicable insurance proceeds, whichever would permit the City a greater recovery.

# 7.0 <u>Insurance</u>.

- 7.1 The Vendor shall procure and maintain, at its expense, throughout the duration of this Agreement, insurance of such types and in at least such amounts as required herein from an insurance company licensed to do business in the State of Kansas. The following insurance coverages:
  - Workers' Compensation and Employer's Liability Demonstrate compliance with K.S.A. 44-532(b) including maintenance of insurance providing the statutory limits under the Kansas Workers Compensation Act; the Vendor shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.
  - □ Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate (If the vendor will be making on-site delivery); and

- Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles (If the vendor will be making on-site delivery); and
- Professional Liability The Vendor shall maintain Professional Liability insurance in an amount not less than \$500,000; and
- □ Products Liability Insurance The Vendor shall maintain Products Liability insurance in an amount not less than \$1,000,000.
- 7.2 The City shall be named as additional insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.
- 7.3 Industry Ratings The City will only accept coverage from an insurance carrier who offers proof that it:
  - 1) Is licensed to do business in the State of Kansas;
  - 2) Carries a Best's policyholder rating of A or better;

AND

3) Carries at least a Class X financial rating.

OR

Is a company mutually agreed upon by the City and Vendor.

# 8.0 Conflict of Interest.

Vendor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder, including under 31 U.S.C.S. Section 1352. Vendor further covenants that in the performance of this Agreement no person having any such interests shall be employed.

#### 9.0 Nondiscrimination.

Vendor must comply with the Kansas Act Against Discrimination and if applicable, execute a Certificate of Nondiscrimination and Affirmative Action as provided in K.S.A. §44-1030. The Vendor further agrees that the Vendor shall abide by the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

#### 10.0 Facilities and Equipment.

Vendor shall furnish at its own cost and expense all labor, tools, equipment, materials, transportation, and any other accessories, services and facilities required to complete the provision of services and goods as designated, described in accordance with this Agreement, including any attached exhibits and any addendums to this Agreement. The City expressly denies responsibility for or ownership of any item purchased until the same is delivered to and accepted by the City.

# 11.0 Accessibility.

Vendor will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all programs receiving federal financial assistance. Vendor shall also comply with applicable requirements with the Americans with Disabilities Act (ADA), as amended, which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.

# 12.0 Records, Ownership and Inspection.

## 12.1 Ownership of Documents.

All documents prepared by Vendor in the performance of this Agreement, although instruments of professional service, are and shall be the property of City, whether the project for which they are made is executed or not.

#### 12.2 Open Records.

In recognition of the City's obligations under the Kansas Open Records Act ("KORA"), Vendor acknowledges that this Agreement along with any reports and/or records provided pursuant to this Agreement are public documents and are subject to disclosure under KORA.

# 13.0 <u>Independent Contractor.</u>

It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining worker's compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employee's compensation.

#### 14.0 Compliance with Laws.

The Vendor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.

# 15.0 Assignment.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented. The subcontracting, assignment, delegation or transfer of the Services shall in no way relieve the Vendor of its primary responsibility for the quality and performance of such Services.

# 16.0 <u>Confidentiality.</u>

All reports and documents prepared by Vendor in connection with the performance of this Agreement are confidential until released by City to the public. Vendor shall not make any such documents or information available to any individual or organization not employed by Vendor or City without the written consent of City before any such release.

#### 17.0 Notices.

All notices hereunder shall be given in writing and sent as follows:

To City: Jeff LeMire, Utilities Manager 1150 E. Santa Fe St. Gardner, Kansas 66030

To Vendor: Contact Name \_\_\_\_\_ Address \_\_\_\_ City, State Zip Code

## 18.0 Amendments.

- 18.1 This document represents the entire and integrated agreement between City and Vendor and supersedes all prior negotiations, representations, and agreements, either written or oral.
- 18.2 This document may be amended only by written instrument, signed by both City and Vendor.

#### 19.0 No Third Party Beneficiaries.

City and Vendor specifically agree that this Agreement is not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement; the duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

# 20.0 Force Majeure.

Any delays in, or performance by City or Vendor, other than payment of money, shall not constitute default hereunder if such delay, failure or performance is caused by occurrences beyond the control of City or Vendor. Force Majeure delays will be agreed upon by both parties as to the following: (1) the extent, if any, to which the time for performance shall be extended; (2) any adjustments to the time table set out in the original proposal.

#### 21.0 Titles.

The titles in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

# 22.0 Negotiations.

City and Vendor agree that disputes relative to the project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Vendor shall proceed with the work as per this Agreement as if no dispute existed; and provided further that no dispute will be submitted to arbitration without both parties' express written consent.

### 23.0 Costs and Attorney's Fees.

If on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.

# 24.0 Severability.

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

# 25.0 <u>Authority to Enter into Agreement.</u>

Vendor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

#### 26.0 <u>Incorporation of Appendices.</u>

Appendix A - Agreement for Purchase of Goods and Services; Exhibit A - Vendor Proposal.

#### 27.0 Entire Agreement.

This Agreement and the documents incorporated herein represents the entire agreement between the Parties hereto and any provision not contained herein shall not be binding upon either party, nor have any force or effect.

#### 28.0 Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Kansas and, in the event of litigation, the sole and exclusive venue shall be within the District Court of Johnson County, Kansas.

| IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _ | day of |
|---|--------|
| , 2021.   |        |

| CITY OF GARDNER, KANSAS    | VENDOR                                    |  |
|----------------------------|---|--|
| (Mayor/City Administrator) | Its Authorized Agent (Insert Name, Title) |  |
| ATTEST:                    |   |  |
| City Clerk                 |   |  |
| APPROVED AS TO FORM:       |   |  |
| Ryan Denk, City Attorney   | _   |  |

# EXHIBIT A - Proposal

Please attach Quote # XXXX dated XX/XX/2021 by Vendor.



#### **Technical Specifications**

#### **Hydro Excavation Trailer and Valve Exerciser**

#### I. Background Information

The City of Gardner is located in Johnson County, Kansas, at the southwestern edge of the Kansas City Metropolitan Area. The City has a current population of approximately 22,500 and has experienced rapid growth during the last fifteen years. The City owns and operates its own electric, water, and wastewater utility systems.

The City operates one water treatment plant. The Hillsdale Treatment Plant is located approximately 6.5 miles south of Gardner and uses the Hillsdale Reservoir as its raw water source. The Hillsdale Plant has a design capacity of 4.0 MGD. A 3.0 MGD expansion is planned for 2020.

The City of Gardner water distribution system, as of December 31, 2018, serves approximately 7,258 residential, 325 commercial, and 7 industrial customers.

The City operates one wastewater treatment plant. The Kill Creek plant has a nominal capacity of of 2.5 MGD and is designed to handle a peak capacity of 7.5 MGD. The City serves 6,847 residential, 229 commercial, and 7 industrial customers.

#### **II. Technical Specifications**

#### Instructions

The proposer shall indicate compliance to each section of the specifications by a **yes** or **no**. Any **no** indication must be fully explained in the deviations, exceptions, exclusions space, or it will be assumed that the features and performance are as specified and will be supplied without exception. If additional space is needed, proposer shall attach (on company's letterhead) a statement of deviations, exceptions, exclusions. Failure to deliver unit as specified will result in rejection of the unit and non-payment.

#### General

The equipment described herein shall be utilized for the purpose of small hydro excavation tool for making quick work of your maintenance, repair, and excavation needs of the City of Gardner. All operations shall be able to be performed by one operator. All material shall include the following items:

| A) Hydro | o Excavation Technologies:  |
|----------|---|
| 1. V     | Vater Tank:   |
|          | o a minimum capacity of 95 gallons with a preferred 100 gallons tank.   |
| Comply:  | Yes No  |
| 2. [     | Debris Tank:  |
|          | o a minimum capacity of 250 gallons with a preferred 300 gallon holding capacity.   |
|          | <ul> <li>Hydraulic lifting Dump system reaching 32 degree angle, with 4-inch drain valve to dump<br/>liquids without opening rear door</li> </ul> |
|          | o Debri tank door shall have a minimum 4" steel locking door, with 4-inch gate valve  |
| Comply:  | Yes No  |
| 3. F     | Pressure Washer:  |
|          | o a minimum 3,000 PSI at 4 GPM pressure washer system   |
|          | o electric switch clutch engaged belt powered pump  |

- Y strainer water filter
- Minimum 50' hose
- Quick connect spray nozzles

|         | 0        |                  | d pressure wasner wands and suction wands                |
|---------|----------|------------------|--|
| Compl   | y: \     | /es              | No   |
| 4       | Dlawa    |                  |  |
| 4.      | Blower   |                  |  |
|         | 0        | 500 cfm @ 14 l   |  |
|         | _        | Dual belt driver | 1  |
|         |          | 80 db silencer   |  |
| Compl   | y: \     | /es              | No   |
| 5.      | Power    | Drive (Engine):  |  |
|         | 0        | Minimum 38 hp    | Engine   |
|         | 0        | Must be capabl   | le of running Vacuum & Hydraulic system at the same time |
| Compl   | y: \     | es               | No   |
| 6.      | Anti-Fr  | eeze Kit:        |  |
|         | 0        | 4 gallon poly ta | nk with 6"refill lid                                     |
|         | 0        | Leak proof bulk  |  |
|         | 0        | Suction hose     | 3  |
| Compl   | _        | /es              | No   |
|         | ,        |                  |  |
| 7       | Trailer  |                  |  |
|         | 0        | Minimum 7,000    | I lhs trailer iack                                       |
|         | 0        | Non-skid surface | •  |
|         |          |                  | d ball hitch with safety chains                          |
|         | 0        |                  | •  |
|         | 0        |                  | LED lights, red & white safety striping and side markers |
|         | 0        | Electric Brakes  |  |
|         |          |                  | and system with DOT compliant amber strobe light         |
|         | 0        | Spare tire and i |  |
| Compl   | y: \     | /es              | No   |
| 8.      | Displa   | y Panel          |  |
|         | 0        | Digital tachome  | eter/engine hour meter                                   |
|         | 0        | Temperature/oi   | il level gauge   |
|         | 0        | Pressure Gaug    | e  |
|         | 0        | Strobe light swi | itch   |
|         | 0        | Low water bypa   |  |
|         | 0        | Spin Doctor/Au   |  |
|         | 0        | Engine Control   |  |
| Compl   | y: \     | ′es              | No   |
| Deviati | ions, Ex | cceptions, Exclu | usions:  |
|         |          |                  |  |
|         |          |                  |  |
|         |          |                  |  |
|         |          |                  |  |
|         |          |                  |  |

| B) Valv          | ve Exerciser Unit:  |  |  |  |
|------------------|---|--|--|--|
|                  | 270 degrees side to side range  |  |  |  |
|                  | <ol> <li>Scoping range from 0' to 13' to reach valves easily</li> <li>Vertical range from 0' to 7' above</li> </ol> |  |  |  |
|                  |   |  |  |  |
|                  | Swiveling head range, 44 degrees side to side and 60+ degree front to back  |  |  |  |
|                  | Torque Control feature for gentle increments to eliminate "slamming"  |  |  |  |
|                  | Warranty  |  |  |  |
|                  | Direct drive, hydraulic powered motor that provides up to 1,000 ft. lbs of torque                                   |  |  |  |
| Comply           | v: Yes No   |  |  |  |
| Deviation        | ons, Exceptions, Exclusions:  |  |  |  |
|                  |   |  |  |  |
|                  |   |  |  |  |
|                  |   |  |  |  |
|                  |   |  |  |  |
|                  |   |  |  |  |
| C) OPT           |   |  |  |  |
| 1.               | Provide a detailed list and cost breakdown of any other options that the supplier may provide.                      |  |  |  |
|                  |   |  |  |  |
| Comply           | <del></del>   |  |  |  |
| Deviation        | ons, Exceptions, Exclusions:  |  |  |  |
|                  | <del>_</del>  |  |  |  |
|                  |   |  |  |  |
|                  |   |  |  |  |
|                  |   |  |  |  |
| D) DEN           | <u>10 UNIT</u>  |  |  |  |
|                  | The city will take into consideration a quote on a Demo Unit that is a 2020 or newer with less than                 |  |  |  |
|                  | 60 hours on the blower/water pump. The chassis should have less than 12,000 miles and have                          |  |  |  |
|                  | full manufacturer's warranties.   |  |  |  |
| Compl            | u Voo No  |  |  |  |
| Comply Deviation | v: Yes No<br>ons, Exceptions, Exclusions:   |  |  |  |
| Deviation        | Silo, Exooptiono, Exoluciono.   |  |  |  |
|                  |   |  |  |  |
|                  |   |  |  |  |
|                  |   |  |  |  |
|                  |   |  |  |  |

# **PROPOSER'S PACKAGE**

# **PROPOSAL FORM** Make of Chassis: Model of Chassis: Make of Combination Unit: Model of Combination Unit: Delivery of Unit Complete: \_\_\_\_\_Calendar Days The Purchaser reserves the right to reject any and all proposals. The Purchaser reserves the right to reject any trade proposal that may choose instead to pay full purchase price. Total Price \$ Total Price in Words:\_\_\_\_\_ The above total price is the lump sum total payable upon delivery and acceptance of the Unit to the Purchaser Manufacture's Name: City, State, Zip Code: Telephone Number: Date:\_\_\_\_\_\_, 20\_\_\_\_\_ Signature of Individual Preparing this Proposal: Printer or Type Name:



# **Proposal Requirements**

#### **Hydro Excavation Trailer & Valve Exerciser**

#### A. Submittal Format and Content

The proposal must be prepared on 8-1/2" x 11" sheets. Submit three proposals, along with a .pdf electronic file to Utility Director's Office, Utility Department Administration Building, 1150 E. Santa Fe Street, Gardner, Kansas, 66030. The proposal should be bound and tabbed for easy reference in the following order indicated below:

- 1. Table of Contents
- 2. Introduction

#### 3. General

- a. Identity of hydro excavation trailer and exerciser systems provider and its legal status
- b. Name, address, and telephone number of the contact person
- c. Name, address, and telephone number of the person legally authorized to enter into a contract on behalf of the firm
- d. Description of the firm's insurance coverage (each firm must attach a copy of their professional liability insurance binder)

#### 4. Qualifications

- a. Provide documentation showing that the proposed hydro excavation trailer and valve exerciser complies with all of the requirements.
- b. Provide a list of cities that have purchased a similar equipment in the last five (5) years identifying owner name, address, contact number and hydro excavation trailer and valve exerciser sold.
- c. Provide a statement describing what, in your opinion, are the major challenges and opportunities in this project, and your firm's basic ideas for hydro excavation trailer and valve exerciser to meet the future needs of the City of Gardner.

#### 5. Deliverables

a. Provide a detailed list of deliverables, including delivery, hardware, software training, warranty and post sell support to be supplied.

#### 6. Price

a. Include a lump sum price for providing all materials, equipment, supplies and appurtenances; providing all implementation, training and support.

# 7. Contract Ready for Execution

a. Provide a contract, ready for execution by the City of Gardner, utilizing the City of Gardner's Standard form of Agreement for Purchase of Goods and Services.



Please type or print:

# **PROPOSER'S AFFIDAVIT**

This completed Proposer's Affidavit form must be submitted with the Proposer's Bid and will become a part of any agreement that may be awarded. This Proposer's Affidavit must be signed by an authorized representative. If the Proposal Signature Form is not signed by an authorized representative or submitted with the proposal, the proposal is considered non-responsive.

| ∟egal Name of Person, Firm or Corpor  | ation:                        |                   |              |
|---|-------------------------------|-------------------|--------------|
| Address:  |                               |                   |              |
| City/State/Zip:   |                               |                   |              |
| Contact Person:   |                               |                   |              |
| Phone:E   | mail:                         |                   |              |
| Federal ID #:   |                               |                   |              |
| Γype of Organization: □ Individual □ □ Partnership □  | Small Business<br>Corporation |                   | ÷            |
| Attach copies of all such licenses, peri  | mits or certificates i        | ssued to the busi | ness entity. |
| <ul> <li>The undersigned person by his/her signature affixed hereon warrants that: <ul> <li>A. He/she is an officer of the organization.</li> <li>B. He/she has been specifically authorized to offer a bid in full compliance with all requirements, and conditions, as set for in this Invitation for Bid.</li> <li>C. The Proposer complies with all of the requirements of the Bid.</li> <li>D. The Proposer certifies all products and services in the bid meet or exceed all requirements of this specification as set forth in the Bid and that all exceptions are clearly identified.</li> <li>E. He/she received the following addenda to the Invitation to Bid (indicate number and date of each): <ul> <li>Addendum No.:</li> <li>Dated:</li> <li>Addendum No.:</li> <li>Dated:</li> </ul> </li> </ul></li></ul> |                               |                   |              |
| Authorized Signature:(  | Title)                        | Date:             |              |
| Subscribed and sworn to before me th  | isday of _                    |                   | 20 by        |
| Signature of Notary Public)   | ,                             | if any)           |              |
| My commission expires:  |                               |                   |              |

| ST. | ATE OF) DUNTY OF)  |  |  |
|-----|--|--|--|
|     | , being first duly sworn deposes and says that:  |  |  |
| (1) |  |  |  |
| (1) | He is of, the Bidder that has submitted the attached Bid;  |  |  |
| (2) | He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;   |  |  |
| (3) | ) Such Bid is genuine and is not a collusive or sham bid;  |  |  |
| (4) | 4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives employees of parties in interest, including this affiant, has in any way colluded, conspired connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices or cost element of the Bid price of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Gardner, KS or any person interested in the proposed Contract; |  |  |
| (5) | The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.  |  |  |
|     | Ву:  |  |  |
|     | Name:  |  |  |
|     | Title:   |  |  |
|     | Bidder:  |  |  |
| Sul | bscribed and sworn to before me this day of, 20 by   |  |  |
|     | gnature of Notary Public) (seal, if any)   |  |  |



#### Corporate Office

P.O. Box 2007 Maryland Heights, MO 63043 Kansas City, KS 66111 Tulsa, OK 74169 314-298-8330

#### Branch Office

P.O. Box 11035 913-371-8260

#### Branch Office

P.O. Box 692109 405-812-5827



August 4, 2021

City of Gardner Attn: Mr. Teddy Manes 329 Meadowbrook Circle Gardner, KS 66030



RE: Trailer Mounted Hurco Valve-N-Vac 300

Teddy,

On behalf of Key Equipment & Supply Co. I would like to thank you for the opportunity to supply you and the City of Gardner with a bid proposal for a new Hurco Technologies Trailer Mounted VAC300 and a valve turning arm. We are pleased to say that we meet your published specifications 100% with no exceptions.

We are a licensed dealer in the State of Kansas for selling trailers and motor vehicles, and have parts on the shelf to support all the products we represent including Hurco. I have included a list of Hurco Valve-N-Vac customers in the local KC area for reference on a separate document.

The HURCO VAC300 is the perfect small hydro excavation tool, making quick work of your maintenance, repair, and excavation needs. We utilize top of the line components including Cat® or Kohler® engines and Gardner Denver® blowers, so you know that you will have years of hassle-free performance.

#### Standard Features of the Hurco Vac/Valve 300:

- 4.8 GPM at 3000 PSI. Clutch operated, single belt drive, Cat Pump pressure sensitive regulating. unloader valve. Y strainer water filter element.
- 6-gallon antifreeze tank with 2 position selector valves.
- 95-gallon water tank.
- 300 gallon holding capacity. Top hinged fully opening dump door with twin hydraulic lift cylinders. Door is locked using a 4-point spider positive locking system. Compressible rear door O-ring. Vacuum breaker factory preset and certified at 14 Hg. 4-inch rear door dump valve. 4-inch steel suction tube with 4-inch gate valve
- 32-degree angle fixed pitch debris tank for self-unloading. No mechanical lift will be allowed, 4-inch drain valve to dump liquids without opening rear door.
- Curbside Panel. Digital tachometer/ engine hour meter, vacuum gauge, spoils rear door switch, water pump switch, strobe light switch, work light switch, low water bypass switch, Spin Doctor / Aux Switch, engine control panel Model LOFA EP250
- 12 Volt system. 12 Volt Battery.
- 9 GPM @ 2250 PSI. Direct coupled hydraulic pump. Temperature / oil level gauge, pressure gauge, spin on filter, 15-gallon reservoir.
- 500 CFM @ 14 Hg. Gardner Denver Legend R Series Blower. Dual Belt Driven. 80 db silencer mufflers.
- 25 feet of 3-inch hose with quick connect ball and socket connection on both ends. Hose end increases at suction tube to 4 inches to help prevent clogging. 3-inch suction tube with PVC extension, 8 feet long.

- 7000 lbs. Bull Dog trailer jack. Acid wash and baked on Powder Coat finish. Non-skid surface on fenders. 2-5/16 standard Ball Hitch with safety chains.
- Additional sized pressure washer wands and suction wands
- DOT approved LED lights with environmentally sealed connectors. DOT Red and White safety striping and side marker lights. Provides all legally required lighting and reflectors for trailers under 80" wide. 12-volt DOT compliant amber strobe light. 2 swiveling work lights

The Hurco ERB800 Valve Exerciser, with 270 degrees side to side rang, is the most versatile and powerful exerciser available. Having a scope of 0' to 13', the ERB800 can reach valves easily. Vertical range is unmatchable with a range of 1' below the surface to 7' above. Swiveling head allows for connection to valve wrench that is not perfectly straight up and down, 44 degrees side to side and 60 + degree front and back. For Operator safety, the boom absorbs all, of the torque not the Operator. Simple to use, durable, and safer for the Operator than the manual "T" handle valve wrench. Protect valves from costly damage due to excessive force by using the Feather Touch Torque Control. Torque is applied in gentle increments eliminating "slamming" of the valve. The ERB800 features a Limited Lifetime Warranty on the boom. The ERB800 Chrome Moly uses a direct drive, hydraulically powered motor that provides up to 1000 ft. lbs. of torque.

Optional Pressure Washer with spring retracting reel, 50' x ½" hose, Spare tire and rim mounted onto the unit is included in pricing.

One (1) new Hurco Valve-N-Vac 300G, with ERB Valve exercising arm: 38HP Kohler Gasoline Engine

\$52,980.00

There is a 12-month bumper to bumper warranty included with this equipment. Key Equipment & Supply Company will absolutely stand behind these products with our service department and our entire staff. If you are not totally satisfied with this equipment, we will stand behind any issues that you may encounter.

Price is good for 90-days from the proposal date.

#### Lifetime Training, Freight, and Delivery Included

We care about your uptime with minimal interruption in productivity and operation. With our service department located in Kansas City, KS, we would have the ability to service all our products locally for quick turn-around time.

Thank you for considering Key Equipment & Supply Co. and Hurco Technologies. If you have any questions, or would like additional information, please, do not hesitate to contact me at (913) 915-8709 or swilliams@keyequipment.com.

Respectfully,

# Steve Williams

Steve Williams
Territory Sales Manager
Key Equipment & Supply Co.





# Corporate Office

P.O. Box 2007 Maryland Heights, MO 63043 Kansas City, KS 66111 Tulsa, OK 74169 314-298-8330

#### Branch Office

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#### **Branch Office**

P.O. Box 692109 405-812-5827



August 4, 2021

City of Gardner Attn: Mr. Teddy Manes 329 Meadowbrook Circle Gardner, KS 66030



RE: Hurco products user list

- Water District #1 of Johnson County, Contact is John Fennel, Fleet Manger, 913-895-5650
- Consolidated Water District #1, Leavenworth County, Contact is Mike Fulkerson, 913-724-7000
- Johnson County Airport Commission, Curtis Rogers, 913-715-6010
- City of Kansas City, MO. Jeffery Pierce, 816-513-6578
- City of Liberty, MO. Gary Harter, Supt. 816-439-4762

This is just a short list of customers who currently own newer units in the KC area. If you need any additional, I can supply them.

Thank you,

Steve Williams Territory Sales Manager Key Equipment & Supply Company



#### **Technical Specifications**

## Hydro Excavation Trailer and Valve Exerciser

#### I. Background Information

The City of Gardner is located in Johnson County, Kansas, at the southwestern edge of the Kansas City Metropolitan Area. The City has a current population of approximately 22,500 and has experienced rapid growth during the last fifteen years. The City owns and operates its own electric, water, and wastewater utility systems.

The City operates one water treatment plant. The Hillsdale Treatment Plant is located approximately 6.5 miles south of Gardner and uses the Hillsdale Reservoir as its raw water source. The Hillsdale Plant has a design capacity of 4.0 MGD. A 3.0 MGD expansion is planned for 2020.

The City of Gardner water distribution system, as of December 31, 2018, serves approximately 7,258 residential, 325 commercial, and 7 industrial customers.

The City operates one wastewater treatment plant. The Kill Creek plant has a nominal capacity of of 2.5 MGD and is designed to handle a peak capacity of 7.5 MGD. The City serves 6,847 residential, 229 commercial, and 7 industrial customers.

# II. Technical Specifications

#### Instructions

The proposer shall indicate compliance to each section of the specifications by a yes or no. Any no indication must be fully explained in the deviations, exceptions, exclusions space, or it will be assumed that the features and performance are as specified and will be supplied without exception. If additional space is needed, proposer shall attach (on company's letterhead) a statement of deviations, exceptions, exclusions. Failure to deliver unit as specified will result in rejection of the unit and non-payment.

#### Genera

The equipment described herein shall be utilized for the purpose of small hydro excavation tool for making quick work of your maintenance, repair, and excavation needs of the City of Gardner. All operations shall be able to be performed by one operator. All material shall include the following items:

# A) Hydro Excavation Technologies:

| A) Hydro | Excavation rechnologies:   |   |
|----------|--|---|
| 1. W     | ater Tank:   |   |
|          | <ul> <li>a minimum capacity of 95 gallons with a preferred 100 gallons tank.</li> </ul>  |   |
| Comply:  | Yes X No   |   |
|          | 95 gallon  |   |
| 2. De    | ebris Tank:  |   |
|          | <ul> <li>a minimum capacity of 250 gallons with a preferred 300 gallon holding capacity.</li> </ul>  |   |
|          | <ul> <li>Hydraulic lifting Dump system reaching 32 degree angle, with 4-inch drain valve to dum<br/>liquids without opening rear door</li> </ul> | p |
|          | o Debri tank door shall have a minimum 4" steel locking door, with 4-inch gate valve   |   |
| Comply:  | Yes X No   |   |
|          | 300 gallon, hyd door open/close - 4" gate valve for decanting  |   |
| 3. Pr    | ressure Washer:  |   |
|          | o a minimum 3,000 PSI at 4 GPM pressure washer system  |   |

electric switch clutch engaged belt powered pump

Y strainer water filter Minimum 50' hose

Quick connect spray nozzles

O

| B) Valve Exerciser Unit:   |  |  |  |
|--|--|--|--|
| 1. 270 degrees side to side range  |  |  |  |
| 2. Scoping range from 0' to 13' to reach valves easily   |  |  |  |
| 3. Vertical range from 0' to 7' above  |  |  |  |
| 4. Swiveling head range, 44 degrees side to side and 60+ degree front to back  |  |  |  |
| 5. Torque Control feature for gentle increments to eliminate "slamming"  |  |  |  |
| 6. Warranty  |  |  |  |
| 7. Direct drive, hydraulic powered motor that provides up to 1,000 ft. lbs of torque   |  |  |  |
| Comply: Yes X No   |  |  |  |
| Deviations, Exceptions, Exclusions:  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| <ul> <li>C) OPTIONS         <ul> <li>1. Provide a detailed list and cost breakdown of any other options that the supplier may provide.</li> </ul> </li> <li>Comply: Yes X No</li> </ul>  |  |  |  |
| Comply: Yes X No No Deviations, Exceptions, Exclusions:  |  |  |  |
|  |  |  |  |
| <ul> <li>D) DEMO UNIT</li> <li>1. The city will take into consideration a quote on a Demo Unit that is a 2020 or newer with less the 60 hours on the blower/water pump. The chassis should have less than 12,000 miles and have full manufacturer's warranties.</li> </ul> |  |  |  |
| Comply: Yes No X Deviations, Exceptions, Exclusions:   |  |  |  |
|  |  |  |  |

# PROPOSER'S PACKAGE

| PROPOSAL FOR  | <u>RM</u>                              |   |
|---|--|---|
| Make of Chassis:  | Hurco Technologies                     |   |
| Model of Chassis  | Valve-N-Vac 300                        |   |
| Make of Combina   | ation Unit: ERB valve exerciser arm    |   |
| Model of Combin   | ation Unit: n/a                        |   |
| Delivery of Unit C  | complete: 60-90 days ARO               | Calendar Days   |
| Price \$ 52,980.  | 00                                     |   |
| The Purchaser r<br>to reject any tra-<br>Total Price \$ 52, | de proposal that may choose instead    | proposals. The Purchaser reserves the right to pay full purchase price. |
| Total Price in Wo   | rds: Fifty Two Thousand Nine Hun       | dred Eighty Dollars and no cents  |
| The above total the Purchaser                               | price is the lump sum total payable up | oon delivery and acceptance of the Unit to                              |
| Manufacture's Na  | ame; Hurco Technologies                |   |
| Address: 409 Er   | nterprise St.                          |   |
| City, State, Zip C  | ode: Harrisburg, SD 57032              |   |
| Telephone Numb  | per: 800-888-1436                      |   |
| Date: August 4  | , 20 21                                |   |
| Signature of Indiv  | vidual Preparing this Proposal:        | en L'Milliens   |
| Printer or Type N   | lame: Steve Williams                   |   |



### **Proposal Requirements**

#### Hydro Excavation Trailer & Valve Exerciser

#### A. Submittal Format and Content

The proposal must be prepared on 8-1/2" x 11" sheets. Submit three proposals, along with a .pdf electronic file to Utility Director's Office, Utility Department Administration Building, 1150 E. Santa Fe Street, Gardner, Kansas, 66030. The proposal should be bound and tabbed for easy reference in the following order indicated below:

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- Identity of hydro excavation trailer and exerciser systems provider and its legal status
- b. Name, address, and telephone number of the contact person
- Name, address, and telephone number of the person legally authorized to enter into a contract on behalf of the firm
- Description of the firm's insurance coverage (each firm must attach a copy of their professional liability insurance binder)

#### 4. Qualifications

- a. Provide documentation showing that the proposed hydro excavation trailer and valve exerciser complies with all of the requirements.
- b. Provide a list of cities that have purchased a similar equipment in the last five (5) years identifying owner name, address, contact number and hydro excavation trailer and valve exerciser sold.
- c. Provide a statement describing what, in your opinion, are the major challenges and opportunities in this project, and your firm's basic ideas for hydro excavation trailer and valve exerciser to meet the future needs of the City of Gardner.

#### Deliverables

 a. Provide a detailed list of deliverables, including delivery, hardware, software training, warranty and post sell support to be supplied.

#### 6. Price

 Include a lump sum price for providing all materials, equipment, supplies and appurtenances; providing all implementation, training and support.

# 7. Contract Ready for Execution

 Provide a contract, ready for execution by the City of Gardner, utilizing the City of Gardner's Standard form of Agreement for Purchase of Goods and Services.



# PROPOSER'S AFFIDAVIT

This completed Proposer's Affidavit form must be submitted with the Proposer's Bid and will become a part of any agreement that may be awarded. This Proposer's Affidavit must be signed by an authorized representative. If the Proposal Signature Form is not signed by an authorized representative or submitted with the proposal, the proposal is considered non-responsive.

| Please type or print:  |
|--|
| egal Name of Person, Firm or Corporation: Key Equipment & Supply Co.   |
| Address: 6716 Berger Ave.  |
| City/State/Zip: _Kansas City, KS 66111   |
| Contact Person: Steve Williams   |
| Phone: 913-371-8260 Email: swilliams@keyequipment.com  |
| Federal ID #: 43-0789228   |
| Type of Organization: □ Individual □ Small Business □ Non-profit □ Doint Venture   |
| Attach copies of all such licenses, permits or certificates issued to the business entity.   |
| <ul> <li>B. He/she has been specifically authorized to offer a bid in full compliance with all requirements and conditions, as set for in this Invitation for Bid.</li> <li>C. The Proposer complies with all of the requirements of the Bid.</li> <li>D. The Proposer certifies all products and services in the bid meet or exceed all requirements of this specification as set forth in the Bid and that all exceptions are clearly identified.</li> <li>E. He/she received the following addenda to the Invitation to Bid (indicate number and date of each):  Addendum No.:  Dated:  Addendum No.:  Dated:  Addendum No.:  Dated:  Addendum No.:  Dated:  Dated:  Addendum No.:  Dated:  Dated:  Addendum No.:  Dated:  Dated:  Addendum No.:  Dated:  Addendum No.:  Dated:  Addendum No.:  Dated:  Addendum No.:  Dated:  Dated:  Addendum No.:  Dated:  Dat</li></ul> |
| Addendum No.: Dated:August 4, 2021  (Title)  |
| Subscribed and sworn to before me this 4 day of August, 2021 by Steven Williams  |
| (Signature of Notary Public)  My commission expires: 01/30/23  (Seal, if any)  KELLY I. LANE  NOTARY PUBLIC  STATE OF KANSAS   |
| WY APPT. EXPINES 1/30/23   |

|     | ATE OF Kansas  |   |
|-----|--|---|
| CC  | OUNTY OF Wyandotte   |   |
| _   | Steven Williams  | , being first duly sworn deposes and says that:   |
| (1) | 110 10   | ent & Supply Co, the  |
|     | Bidder that has submitted the attached Bid   |   |
| (2) | He is fully informed respecting the prepar<br>pertinent circumstances respecting such B  | ation and contents of the attached Bid and of all id;   |
| (3) | Such Bid is genuine and is not a collusive   | or sham bid;  |
| (4) | employees of parties in interest, including connived, or agreed, directly or indirectly collusive or sham Bid in connection with a submitted or to refrain from bidding in condirectly or indirectly, sought by agreement any other Bidder, firm or person to fix the the Bid price of any other Bidder, or to see   | ficers, partners, owners, agents, representatives, this affiant, has in any way colluded, conspired, with any other Bidder, firm or person to submit at the Contract for which the attached Bid has been nection with such contract, or has in any manner, or collusion or communication or conference with price or prices or cost element of the Bid price or ure through any collusion, conspiracy, connivance against the City of Gardner, KS or any person |
| (5) | collusion, conspiracy, connivance or unlaw   | Bid are fair and proper and are not tainted by any vful agreement on the part of the Bidder or any of yees, or parties in interest, including this affiant.   |
|     | Name:  | Steven Williams   |
|     | The state of the s | erritory Mgr.   |
|     | Bidder: _  | Key Equipment & Supply Co.  |
| Su  | bscribed and sworn to before me this4_   | day ofAugust, 20 <u>21</u> by   |
| -   | Steven Williams  |   |
| (S  | KULYMane ignature of Wotary Public)  | (seal, if any)  KELLY J. LANE   |
| 1   | y commission expires:  | NOTARY PUBLIC STATE OF KANSAS MY APPT EVIDTORS 1/36/23  |



VAC250G - Shown with Spin Doctor valve exerciser and hot water heater



AFFORDABLE VACUUM HYDRO EXCAVATION





# **VAC300**

The HURCO VAC300 is the perfect trailer mounted hydro excavation tool, making quick work of your maintenance, repair and excavation needs.

We utilize top of the line components including Cat® or Kohler® engines and Gardner Denver® blowers, so you know you'll have years of hassle free performance.

The 330 gallon spoils tank provides ample capacity for smaller daily tasks, such as:

- · Potholing for buried utilities
- Clean out water main valve boxes, catch basins and storm drains
- · Making post holes for signs or fences
- Excavate and replace valve boxes
- Various jobsite cleanup tasks

For a 600 gallon spoils / 200 gallon water option, we offer the VAC600, which provides the best suction, water pressure and ease of use of any comparable unit available.

Visit our website for more information, or call us for a demonstration!

#### VAC300 GAS OR DIESEL

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# Engine

Controls

POWER / CONTROLS

DEISEL: Caterpillar C2.2 Industrial Diesel Engine. Highly Regulated. 49.6 bhp. 27.0 bkW. 3000 rpm. 14, 4-Stroke. Amply powered to perform all activities simultaneously at noted performance. EPA (US) Tier 4 Interim, Stage IIA (EU) emissions requirements.

GAS: 37HP Gasoline Engine. Kohler Command Pro. V-twin cylinder, 4-cycle. Amply powered to perform all activities simultaneously at noted performance. Meets EPA and CARB Emissions Standards.

Curbside Panel. Digital tachometer/ engine hour meter, vacuum gauge, spoils rear door switch, water pump switch, strobe light switch, work light switch, low water bypass switch, Spin Doctor / Aux Switch, engine control panel Model LOFA EP250

**Electrical Power** 12 Volt system. 12 Volt Battery.

9 GPM @ 2250 PSI. Direct coupled hydraulic pump. Temperature / oil level gauge, pressure gauge, spin on filter, 15 Hydraulic System gallon reservoir.

Debris Holding Tank

Dumping

# SPOILS

300 gallon holding capacity. Top hinged fully opening dump door with twin hydraulic lift cylinders. Door is locked using a 4 point spider positive locking system. Compressible rear door O-ring. Vacuum breaker factory preset and certified at 14 Hg. 4 inch rear door dump valve. 4 inch steel suction tube with 4 inch gate valve. 32 degree angle fixed pitch debris tank for self unloading. No mechanical lift will be allowed. 4 inch drain valve to

# VACUUM

Vacuum Pump 495 CFM @ 14 Hg. Gardner Denver Legend R Series Blower. Dual Belt Driven. 80 db silencer muffler.

HiCFM available for diesel - 845 CFM @ 14" Hg (referred to as 1000 CFM)

dump liquids without opening rear door.

19 - 5 micron filtration tubes. Grain dust rated. Washable. High velocity heavy material dropout debris tank with 3 Filtration inch quick drain valve.

25 feet of 3 inch hose with quick connect ball and socket connection on both ends. Hose end increases at suction tube to 4 inch to help prevent clogging. 3 inch suction tube with PVC extension, 8 feet long.

Hose and Wands

# WATER

Pressure Washer Pump

Capacity

Hose and Wands

# WATER

4.8 GPM at 3000 PSI. Clutch operated, single belt drive, Cat Pump pressure sensitive regulating unloader valve. Ystrainer water filter element. 6 gallon antifreeze tank with 2 position selector valve.

95 gallon water tank.

50 feet high pressure hose on manual hose reel with positive lock for travel. 3 foot wash down wand and 8 foot emulsifying wand. High pressure quick disconnects.

ADDITIONAL OPTIONS

Trailer Frame

Lighting / Reflectors

Approximate Weight and Dimensions

#### TRAILER / LIGHTING

Power System Skid Frame is constructed of 4" x 1-5/8" 5.4 lbs structural steel channel. All spliced joints are reinforced with a splice plate. Frame deck is 7 ga. steel. Power System plate is mounted on anti-vibration mounts. 2 - 7000 lb Dexter Torflex axles with electric brakes. 285.16 load range E tires and wheels. Battery operated electric breakaway brake system. 7000 lb Bull Dog trailer jack. Acid wash and baked on Powder Coat finish. Non-skid surface on fenders. 2-5/16 standard Ball Hitch with safety chains. Pintle hitch available.

DOT approved LED lights with environmentally sealed connectors. DOT Red and White safety striping and side marker lights. Provides all legally required lighting and reflectors for trailers under 80" wide. 12 volt DOT compliant amber strobe light. 2 swiveling work lights.

Overall - 204" long x 79" wide x 98" height to top of strobe light. 12" ground clearance.

GVWR - 4600 lbs. Payload capacity - 14000 lbs. Tongue weight - 550 lbs

# ADDITIONAL OPTIONS

Tool Box Wands

Arrow Board

Heat Exchanger Hot Water Heater **Auxiliary Hydrauilcs** 

Hydraulic Tools

Heavy Duty locking polished diamond plate tool box.

Programmable arrow board with controller Additional sized pressure washer wands and suction wands

Thermostatic Controlled fan cooled heat exchanger / cooler and temperature gauge.

Diesel fired. 12 volt burner. 340,000 BTU. 9 GPM @ 4000 PSI capable.

Auxiliary power tool circuit

Various hydraulic tools available. Contact Hurco for information.

Additional options may be available; please contact us with any requests.

Visit our website for more information, or call us for a demonstration!







We stand by (and on!) our equipment to the extent that we provide a Lifetime Warranty on our booms for failure due to torque.

# Spin Doctor ERB-800

For utilities who prefer a horizontally oriented valve exerciser, the Spin Doctor ERB800 will perform like nothing you've seen before. Utilizing a rotated design of the SD400 and SD800, the ERB800 retains the extensive vertical capabilities of our traditional booms. This boom is ideal for providing years of dependable service.



Vertical lift lets you reach valves and hydrants that would otherwise be out of reach.

EASE OF USE



For those needing data collection, we offer the Valve Star option, offering detailed reports of testing activities.

DATA COLLECTION



EXTENSIVE ACCESS

The tilting head allows for easily attaching to valves that aren't aligned perfectly vertical.

# Spin Doctor ERB800 Dimensions and Performance

| General                                   |  |
|---|--|
| Capacity                                  | Operates valves of any size.   |
| Speed                                     | From 0 up to 60 depending on hydraulic supply flow.  |
| Torque                                    | From 0 up to 800 ft lbs depending on hydraulic pressure supply. Measured with precision sensors.   |
| Supply<br>Requirements                    | HTMA Class II recommended - 9 GPM @ 2200 PSI for maximum performance.  |
| Range -<br>Boom                           | Approximately 270 degrees side to side range. Hydraulically operated vertical lift range of approximately 1' below to 7' above ground level to help getting on valves and hydrants. Approximately 13' of range from mounting pedestal. Boom stays solidly in place through two independently locking pivot points.   |
| Range -<br>Head                           | Swiveling head allows for connection to valve wrench that is not perfectly straight up and down. 44 degree side to side (optional 180 degree), and 60+ degree front to back.   |
| Drive                                     | Direct Drive. Allows for direct connection to adjustable valve wrench for a comfortable work height.   |
| Valve Key                                 | Telescoping valve key operates standard AWWA 2" nuts over a 4' to 9' range. Rated for 1000 ft lbs torque. The modular design can increase reach by adding 3' extension attachments. Can be adjusted to a comfortable waist high operating level.   |
| Mounting<br>Configurations                | Standard mounting on small trailer (SDT) or Vacuum (VAC300G/D; VAC600G/D) options. Can be mounted on a truck with a custom mount - Contact us for details.   |
| Construction                              | 3" square steel tubing.  |
| Finish                                    | Acid wash with Powder Coat finish.   |
| Data Collec                               | tion (Optional)  |
| NOTE: Hurco<br>emer                       | maintains manual operation capabilities as a standard feature of any valve exerciser. This is critical for an gency or in the event of computer failure. No down time due to a dropped computer or dead battery.   |
| Valve Star<br>Data Collection<br>VSG6-KIT | Includes Valve Star Data Collection and GPS antenna mounted on Valve Exerciser, and IMS Software for mobile and desktop computers. Manages all critical data. Data can be transmitted to a filed computer, or saved on the Valve Exerciser and exported to a flash drive. Detailed reports and history. Export / Import functionality. Fully compatible with ESRI and GIS. |
| Valve Star Auto<br>VSG5-AUTO              | Allows for "hands free" valve exercising. Works in conjunction with the Valve Star Data Collection System.   |
| Computer                                  | Optional: Rugged outdoor computer for Valve Star- Runs full version of Windows. Contact us for information   |
| Power Pack                                | (Hydraulic power source is required except with vacuum mount)  |
| Power Pack<br>PP13E                       | 13HP GX390 Honda Gas Power Pack. Electric start with 10 amp charge system. 9 GPM @ 2200 PSI.   |
| Trailer Uni                               |  |
| Small Trailer<br>SDT                      | Small trailer unit for a compact, ready to go transportation unit for the valve exerciser. Includes tool box and wrench holder. See SDT specifications for more information.   |
| Hydro Exca                                | vation Vacuum Unit   |
| Vacuum Unit<br>VAC300G/D<br>VAC600G/D     | 330 and 630 gallon hydro excavation units available with 37 HP Kohler gas or 49.6 bhp Cat Diesel engines. See VAC300 or VAC600 specifications for more information.  |



VAC300 & VAC600 WARRANTY INFORMATION



# VAC300 & VAC600 WARRANTY INFORMATION

# **Warranty Exclusions**

Hurco is not responsible for claims related to the following:

- Defacing: scratches, dents, tears, chips and defacing any surface not caused by Hurco.
- Routine Maintenance.
- · Damage from unauthorized repairs, abuse, misuse, or neglect.
- · Damage caused from improper hitch or tow vehicle hook-up.
- · Damage caused by an accident.
- · Damage due to unsuitable storage.
- Natural calamities
- Vandalism
- · Installation of parts or alterations not approved by Hurco.
- · Component parts covered by separate Supplier Warranty such as the warranties of:
- o Tires, axles, jacks, couplers, light fixtures, engine, battery, vacuum pump, water pressure pump and hydraulic components.
- · Wear items such as:
- o Tires, brake pads, bearings, belts, bushings, clutches, clutch components, suction hose, suction wands, pressure hose, primary and scrubber filters, dry pre-filter element, vacuum relief valve, high pressure water pump, high pressure water guns, regulating un-loader valve, high pressure water nozzle, shut-off guns, oil filters, fuel filters, screens, ball valves and gauges.
- Any machines where identification numbers have been altered or tampered with or the hour meter has been altered or tampered with.
- · Damage caused by improper use as outlined in the owner's manual.
- Any transportation costs not previously approved by Hurco.
- Any travel time to do repairs on the customer jobsite or facility unless the machine is incapable of being pulled to the servicing dealer.

# Hurcos Obligation - How to get warranty service

Hurco shall elect to remedy defects in materials and workmanship caused by repair, replacement, or refund if replacement or repair is not possible. All defective products shall be delivered To Hurcos address in Harrisburg, South Dakota unless prior written approval is obtained from Hurco. Hurco may, as its option, select another qualified location for the repair to be completed.

Hurco will not be obligated, in any way, to pay for any repairs made without its specific approval. All costs incurred in shipping or delivering the products for warranty service shall be borne by the purchaser. Hurco shall remedy defect within a reasonable time, not to exceed sixty (60) days after delivery by purchaser.

#### WARRANTY DOCUMENT

VAC300 & VAC600 WARRANTY INFORMATION





#### **Purchasers Obligations**

Purchaser must notify Hurco, at their address in Harrisburg, South Dakota; by phone at 800-888-1436 o or by email at info@hurcotech.com, of any defect within fifteen (15) days after it is or should have been discovered.

#### **Parts Warranty**

Parts replaced in the warranty period will receive the balance of the first year warranty on that replaced part. For example, if you have 3 months left on your new equipment warranty, then you have 3 months warranty on the replaced part. Replacement parts after the original equipment warranty are warranted to be free from defects of material for thirty (30) days or the part will be repaired or replaced, without labor coverage for removal and installation. All parts warranty claims must be filed within ten (10) days of initial part failure or the warranty claim will be void.

#### **Exclusions of Warranties**

THERE IS NO OTHER EXPRESS WARRANTY OR IMPLIED WARRANTIES. THIS WARRANTY IS LIMITED TO A PERIOD OF ONE YEAR FROM THE DATE OF PURCHASE AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL IMPLIED WARRANTIES, INCLUDING THOSE PERMITTED BY LAW. IN NO EVENT SHALL WARRANTOR BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL AND CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECT IN THE GOODS, TO THE EXTENT SUCH AVOIDANCE IS PERMITTED BY APPLICABLE LAW.

#### Warranty

#### Things Excluded From Warranty

Hurco is not responsible for claims related to the following:

- Defacing: scratches, dents, tears, chips and defacing any surface not caused by Hurco.
- Routine Maintenance.
- Damage from unauthorized repairs, abuse, misuse or neglect.
- Damage caused from improper hitch or tow vehicle hook-up.
- Damage caused by an accident.
- Damage due to unsuitable storage.
- Natural calamities
- Vandalism
- Installation of parts or alterations not approved by Hurco.
- Component parts covered by separate Supplier Warranty such as the warranties of:
  - o Tires, axles, jacks, couplers, light fixtures, engine, battery, vacuum pump, water pressure pump and hydraulic components.
- Wear items such as:
  - Tires, brake pads, bearings, belts, bushings, clutches, clutch components, suction hose, suction wands, pressure hose, primary and scrubber filters, dry pre-filter element, vacuum relief valve, high pressure water pump, high pressure water guns, regulating un-loader valve, high pressure water nozzle, shut-off guns, oil filters, fuel filters, screens, ball valves and gauges.
- Any machines where identification numbers have been altered or tampered with or the hour meter has been altered or tampered with.
- Damage caused by improper use as outlined in the owner's manual.
- Any transportation costs not previously approved by Hurco.
- Any travel time to do repairs on the customer jobsite or facility unless the machine is incapable of being pulled to the servicing dealer.

#### Hurco's Obligation - How to get warranty service

Hurco shall elect to remedy defects in materials and workmanship caused by repair, replacement or refund, if replacement or repair is not possible. All defective products shall be delivered to Hurco's address in Harrisburg, South Dakota unless prior written approval is obtained from Hurco. Hurco may, as its option, select another qualified location for the repair to be completed. Hurco will not be obligated, in any way, to pay for any repairs made without its specific approval. All costs incurred in shipping or delivering the products for warranty service shall be borne by the purchaser. Hurco shall remedy defect within a reasonable time, not to exceed sixty (60) days after delivery by purchaser.

#### Purchaser's Obligations

Purchaser must notify Hurco, at their address in Harrisburg, South Dakota, of any defect within fifteen (15) days after it is, or should have been discovered.

Hurco Technologies, Inc.

#### Warranty Information - continued

#### **Parts Warranty**

Parts replaced in the warranty period will receive the balance of the first year warranty on that replaced part. For example, if you have 3 months left on your new equipment warranty, then you have 3 months warranty on the replaced part. Replacement parts after the original equipment warranty are warranted to be free from defects of material for thirty (30) days or the part will be repaired or replaced, without labor coverage for removal and installation. All parts warranty claims must be filed within ten (10) days of initial part failure or the warranty claim will be void.

#### **Exclusions of Warranties**

THERE IS NO OTHER EXPRESS WARRANTY OR IMPLIED WARRANTIES. THIS WARRANTY IS LIMITED TO A PERIOD OF ONE YEAR FROM THE DATE OF PURCHASE AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL IMPLIED WARRANTIES, INCLUDING THOSE PERMITTED BY LAW. IN NO EVENT SHALL WARRANTOR BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL AND CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECT IN THE GOODS, TO THE EXTENT SUCH AVOIDANCE IS PERMITTED BY APPLICABLE LAW.

# KANSAS

Department of Revenue Division of Vehicles

STEVEN WILLIAMS 6716 BERGER AVE KANSAS CITY KANSAS 66111

IS LICENSED AS A 2021 NEW & USED VEHICLE SALESPERSON

KEY EQUIPMENT & SUPPLY CO INC D-0345

License remains valid through June 30, 2022

David N. Harper
Director of Vehicles

Mark A. Burghart

Secretary of Revenue

ZIBELL BUILDING, 300 SW 29<sup>TH</sup> STREET, TOPEKA, KS 66611 VOICE 785-296-3621 FAX 785-296-5854 http://www.ksrevenue.org

### RECORD OF PROCEEDINGS OF THE UTILITY ADVISORY COMMISSION GARDNER, KANSAS

Page No. 2021-20 November 4, 2021

Motion by Commissioner Coleman, seconded by Commissioner Williams, to forward the recommendation to the City Council to increase the Water Installation fees as proposed as well as the correction to the amount of \$3,890 for the change to the 2" water meter fees for outside of city limits.

Motion carried 3-0 Aye

#### 2. Consider a recommendation to City Council to purchase a Hydro Excavation Trailer and Valve Exerciser for the Line Maintenance Division.

The staff report was presented by Director Garcia. He discussed how the utilities Line Maintenance Division is responsible for the maintenance of all 2,369 mainline valves, 1,161 hydrant valves, water storage/treatment facility valves, and other valves throughout the City. Currently the department has one device that is mounted on a utility truck. It exercises the valves. Due to the quantity that need to be maintained, the department felt that an additional exerciser was needed so Utilities can do additional preventative maintenance. In addition, the department has the vac truck that was purchased two years ago, which is a big truck that we used to flush the wastewater lines and also we use a hydro-excavator. It cleans the wastewater lines and sometimes Public Works will call Line Maintenance to ask them to help them hydro-excavate. This assistance has been going on for the past 10-15 years. With the increase in development, Utilities is doing {hydro-excavating} more often. What is needed is a smaller device to hydro-excavate without having to move the entire truck and crew to a site to hydro-excavate.

Garcia stated that the Request for Proposals was advertised on the City of Gardner website, Drexel website and the The Legal Record. A total of three proposals were received from vendors that sell this piece of equipment. Only one proposal package met and exceeded the requirements set out in the Request for Proposal documents, which set out the requirements for each piece of equipment.

Garcia explained that an RFP review panel of city staff was created to review these proposals and Key Equipment was selected as they met the requirements that best fit the city's needs.

Commissioner Williams suggested that in the future, the city require the Public Works Department pays for the equipment, if they're needing it frequently. Garcia stated that in the past, Line Maintenance used to be part of Public Works. In 2014 or 2015, Utilities took over the hydro-excavating task from the Public Work Department. Williams felt that Utilities should not pull a Utility crew off the job to do the work of another department and also this could be a bigger problem if more development happens. Garcia stated that because there are so many more developers in town doing work, we have to hydro-excavate more frequently to pothole down into the ground to determine how deep the utility lines are down.

Motion by Commissioner Coleman, seconded by Commissioner Williams to forward a recommendation to the City Council to award a supply contract to Key Equipment, in the amount of \$52,980 plus taxes, insurance, and shipping for a Hydro-Excavation trailer and Valve Exerciser.

Motion carried 3-0 Aye

#### **COUNCIL ACTION FORM**

#### **CONSENT AGENDA ITEM NO. 5**

MEETING DATE: NOVEMBER 15, 2021

STAFF CONTACT: KELLEN HEADLEE, PUBLIC WORKS DIRECTOR

**Agenda Item:** Consider authorizing an agreement for construction inspection on the US-

56 Reconstruction project

**Strategic Priority:** Infrastructure and Asset Management

Fiscal Stewardship Quality of Life

**Department:** Public Works

#### Staff Recommendation:

Staff recommends authorizing an agreement with KDOT and Brungardt Honomichl & Co., P.A. (BHC) for construction inspection services on the US-56 Reconstruction project.

#### **Background/Description of Item:**

On June 21, 2021 City Council approved an agreement with BHC to provide construction inspection services on this project. The project now requires the City and BHC to enter into an agreement with KDOT which outlines BHC's inspection requirements and responsibilities.

Because the attached agreement only outlines inspection requirements and responsibilities, there is no fee associated with this contract.

#### **Financial Impact:**

None.

#### **Attachments Included:**

Agreement

#### **Suggested Motion:**

Authorize the Mayor to execute an agreement with KDOT and Brungardt Honomichl & Co. for construction inspection services on the US-56 Reconstruction project.

## AGREEMENT FOR FEDERAL-AID CONSTRUCTION ENGINEERING INSPECTION SERVICES BY CONSULTANT

PROJECT NO. 46 KA-5420-01 ACNHP-A542(001) CITY OF GARDNER, KANSAS

THIS AGREEMENT entered into and is effective the date signed by the Secretary or designee by and between City of Gardner, Kansas, hereinafter referred to as the "LPA" (Local Public Authority), as principal, and the consulting engineering firm of Brungardt Honomichl & Company, P.A., hereinafter called the "Consultant," and the Secretary of Transportation of the State of Kansas acting by and through the Kansas Department of Transportation (KDOT), hereinafter referred to as the "Secretary." The Secretary acts as agent for the LPA pursuant to authority vested in K.S.A. §§ 68-402b and 68-401, et seq. and an agreement between them dated February 18, 2021. The Consultant's address is 7101 College Boulevard, Suite 400, Overland Park, KS 66210. The LPA, the Consultant, and the Secretary are collectively referred to as the "Parties."

#### WITNESSETH:

WHEREAS, the Federal Government through its Department of Transportation and the FHWA, pursuant to Title 23, U.S. Code, has established a program of Federal-Aid to the states designated as the Federal-Aid Program, with a general purpose to increase the safety and capacity of roads in the United States, and;

WHEREAS, the LPA desires to accomplish this Federal-Aid "Project," with the aid of funds provided under Federal-Aid highway programs and the rules and regulations promulgated by said U.S. Department of Transportation in the Federal-Aid Policy Guide, and;

WHEREAS, the LPA does not have sufficient qualified engineering employees to accomplish the Construction Engineering Inspection Services on this Project within a reasonable time and the LPA deems it advisable and is desirous of engaging the professional services and assistance of a qualified consulting engineering firm to do the necessary construction engineering, and;

WHEREAS, the Consultant has represented and by entering into this Agreement now represents, it is in full compliance with the statutes of the State of Kansas for registration of professional engineers and all personnel to be assigned to perform the Construction Engineering Inspection Services required under this Agreement are fully qualified to perform the Construction Engineering Inspection Services in a competent and professional manner, and;

WHEREAS, the Consultant has indicated it desires to perform the Construction Engineering Inspection Services set forth in this Agreement upon the terms and conditions set forth below, and;

WHEREAS, the final design Plans and specifications for said Project are available in the KDOT Headquarters in Topeka, and;

WHEREAS, the LPA, Consultant, and the Secretary desire to set forth in this Agreement their understanding and agreements relating to the construction engineering and allocation of costs for the said Project.

**NOW THEREFORE**, the Parties agree as follows:

#### ARTICLE I. SCOPE OF SERVICES

#### A. **DEFINITIONS**

- (1) <u>Construction Contract</u>. The term "Construction Contract" shall mean the written agreement between the Secretary and a Contractor, requiring the Contractor to construct or reconstruct a portion of the LPA's roadway system. The Construction Contract includes the invitation for bids, the notice to contractors, the proposal, the contract form, the contract bond, the Standard Specifications, the Special Provisions, the Project Special Provisions, the Plans, the drawings, the notice to proceed, the change orders and the supplemental agreements made after the Secretary awards the Construction Contract.
- (2) <u>Construction Engineering (CE)</u>. The term "Construction Engineering," "CE," or "Construction Engineering Inspection Services" shall mean the services necessary to inspect and monitor the construction of the Project as detailed here in this Agreement and in Special Construction Provisions found in <u>Special Attachment No. 1</u>.
- (3) Consultant. The term "Consultant" shall mean Brungardt Honomichl & Company, P.A., a Kansas professional association, with its place of business located at 7101 College Boulevard, Suite 400, Overland Park, KS 66210, the consulting engineering firm and its authorized employees who will be performing the work required under this Agreement.
- (4) <u>Contract Documents</u>. The term "Contract Documents" or "Documents" shall mean the Standard Specifications, the Construction Contract, the Special Provisions, the Project Special Provisions, and the Plans as defined above.
- (5) <u>Contractor</u>. The term "Contractor" shall mean the individual, partnership, joint ventures, corporation, or agency undertaking the performance of the work designated under the terms of the Construction Contract.
- (6) <u>District Construction Engineer</u>. The term "District Construction Engineer" shall mean the KDOT District Construction Engineer who will perform KDOT's administrative functions on this Project.
- (7) <u>FHWA</u>. The term "FHWA" shall mean the Federal Highway Administration, a federal agency of the United States, and its authorized representatives.

- (8) <u>Field Engineer</u>. The term "Field Engineer" shall, for the administrative control of this Agreement, be considered to mean the KDOT Metro Engineer, the KDOT Field Engineering Administrator, the KDOT Area Engineer, the KDOT Construction Engineer or Construction Manager.
- (9) <u>KDOT</u>. The term "KDOT" shall mean the Kansas Department of Transportation and its authorized representatives. KDOT shall mean the Secretary of the Kansas Department of Transportation or the Secretary.
- (10) <u>Local Public Authority</u>. The term "Local Public Authority" or "LPA" shall mean the City of Gardner, Kansas, and its authorized employees with its place of business located at 120 E Main Street, Gardner, KS 66030.
- (11) <u>Manuals</u>. The term "Manuals" shall mean the current version of each of the following manuals: <u>Construction Manual</u>, the <u>Form Manual</u>, the <u>CMS Procedures Manual</u>, the <u>Manual on Uniform Traffic Control Devices</u> (MUTCD) as adopted by the Secretary, and all other documents KDOT requires for constructing or reconstructing projects, and all other documents KDOT requires for inspecting and monitoring projects.
- (12) Non-Participating Costs. The term "Non-Participating Costs" shall mean the costs of any items or services which the Secretary, acting on the Secretary's own behalf and on behalf of the FHWA, reasonably determines are not Participating Costs.
- (13) <u>Notice to Proceed</u>. The term "Notice to Proceed" shall mean a written notice from KDOT authorizing the LPA to begin performance of Services.
- (14) <u>Participating Costs</u>. The term "Participating Costs" shall mean expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.
- (15) <u>Plans</u>. The term "Plans" shall mean the final design plans, profiles, typical cross sections, working drawings and supplemental drawings, or exact reproductions thereof, which show the location, character, dimensions, and details of the work to be done by the Contractor.
- (16) <u>Project</u>. The term "Project" shall mean a portion of the LPA's roadway system to be constructed or reconstructed under a Construction Contract(s) consisting of 1.008 miles of Grading and Surfacing in Gardner, Kansas and for which the LPA needs Construction Engineering Inspection Services.
- (17) <u>Project Special Provisions</u>. The term "Project Special Provisions" shall mean the documents that modify the Standard Specifications for a particular Project.
- (18) <u>Secretary</u>. The term "Secretary" shall mean the Secretary of Transportation, his or her successors and assigns, and the Kansas Department of Transportation (KDOT).
- (19) <u>Special Provisions</u>. The term "Special Provisions" shall mean the documents that modify the Standard Specifications for all Projects.

(20) <u>Standard Specifications</u>. The term "Standard Specifications" shall mean the current English edition of the KDOT <u>Standard Specifications for State Road and Bridge Construction</u>.

#### B. RESPONSIBILITIES OF THE CONSULTANT, LPA, AND SECRETARY

- (1) The Consultant shall perform the Construction Engineering Inspection Services necessary and incidental to the accomplishment of this Project to the satisfaction of KDOT, and as more fully detailed in Special Construction Provisions found in Special Attachment No. 1.
- (2) The Consultant shall furnish the Construction Engineering Inspection Services, labor, materials, equipment, supplies and incidentals, other than those hereinafter designated to be furnished by KDOT, necessary to conduct and complete the Construction Engineering Inspection Services.
- (3) The Consultant agrees to provide the Construction Engineering Inspection Services that shall be performed under this Agreement in accordance with the rules and guidelines developed for KDOT's program for the Construction Engineering Inspection Services and in accordance with the current edition of the Standard Specifications, Project Special Provisions, and Special Provisions. Further, the Consultant agrees at all times the Construction Engineering Inspection Services shall be subject to the review by KDOT. Any review of these items performed by KDOT is not intended to and shall not be construed to be an undertaking of the Consultant's duty to provide adequate and accurate Construction Engineering Inspection Services. The Consultant shall have the sole responsibility for the adequacy and accuracy of the Construction Engineering Inspection Services.
- (4) The Consultant will require all personnel comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel, as a minimum, while inspection is being performed.
- (5) The Consultant and/or LPA's principal contact with KDOT shall be with the Field Engineer in the construction field office.
- (6) The Consultant agrees the Construction Engineering Inspection Services performed under this Agreement shall comply with all applicable federal and state laws and regulations.
- (7) The FHWA shall have the right to participate in all conferences and reviews.
- (8) The Consultant agrees compliance with all of the foregoing shall be considered to be within the purview of this Agreement and shall not constitute a basis for additional or extra compensation.
- (9) The District Construction Engineer will delegate a construction office to this Project where a KDOT Construction Engineer or Construction Manager will be assigned to determine compliance with applicable federal and state requirements of the Construction Engineering Inspection Services.

- (10) The Consultant will designate a Project Engineer/Project Manager and other inspection personnel who are certified by KDOT in the appropriate classification to inspect all work performed and materials furnished. The Consultant may designate a Chief Inspector who will perform the duties and have the responsibilities of the Project Engineer/Project Manager. The Project Engineer/Project Manager is not authorized to alter, waive or issue instructions contrary to the provisions of the Contract Documents. The Project Engineer/Project Manager is not to act as foreman for the Contractor; however, the Project Engineer/Project Manager shall have the authority to reject work or materials until any questions at issue can be referred to and be decided by the Field Engineer.
- (11) The Project Engineer/Project Manager shall serve as the field supervisor of all Consultant personnel and Construction Engineering Inspection Services performed under this Agreement, and to act as liaison between the Consultant and KDOT.
- (12) The Project Engineer/Project Manager shall transmit all reports and paperwork to, and communicate and coordinate with the Field Engineer.
- (13) Instructions issued by the Field Engineer will be transmitted through Project Engineer/Project Manager to the Contractor. If in the absence of the Project Engineer/Project Manager, a matter needs prompt attention the Field Engineer will give the instructions to the Contractor and then notify the Project Engineer/Project Manager.
- (14) In the event of a controversy, the Project Engineer/Project Manager shall confer with the Field Engineer to determine a course of action.
- (15) In the event the Field Engineer and the Project Engineer/Project Manager cannot agree, the Field Engineer will promptly contact the District Construction Engineer of KDOT who will determine the course of action.
- (16) If financial assistance provided under this Agreement exceeds \$25,000.00, this Agreement is a covered transaction for purposes of 2 C.F.R. Part 180. As such, the Consultant is required to verify that neither it nor its "principals," [as defined by 2 C.F.R. Parts 180 and 1200] is presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any Federal department or agency. If the Consultant should be unable to certify to the statements in this certification, the Consultant shall attach an explanation to this submitted Agreement.
- (17) If it has not already done so, the Consultant shall obtain a Data Universal Numbering System (DUNS) number, which may be obtained from Dun and Bradstreet, Inc. (D & B) by telephone (currently 866-705-5711) or the Internet (currently <a href="http://fedgov.dnb.com/webform">http://fedgov.dnb.com/webform</a>).
- (18) The Consultant agrees it shall maintain current registrations in the System for Award Management (<a href="http://www.sam.gov">http://www.sam.gov</a>) at all times during which it has active federal awards.

#### C. COORDINATION AND COOPERATION

(1) The Consultant shall cooperate fully with KDOT, LPA, local, state, and federal agencies including the FHWA, the general public, utilities, railroad companies, private consultants, and contractors when so requested by KDOT. Such cooperation may include the Consultant's attendance at conferences.

#### D. MEETINGS AND CONFERENCES

- (1) Conferences as may be necessary for the Construction Engineering Inspection Services under this Agreement shall be scheduled between the Consultant, the LPA, and KDOT. These conferences may include an onsite review of the Project.
- (2) Conferences may be held upon the request of the Consultant, the LPA, KDOT, or the FHWA.

#### ARTICLE II PROSECUTION AND PROGRESS

#### A. GENERAL

- (1) Written authority to proceed with the Construction Engineering Inspection Services on any construction Project under this Agreement will be given to the Consultant by KDOT acting as the LPA's agent to the Consultant. Neither the LPA nor KDOT will be responsible for any Construction Engineering Inspection Services performed by the Consultant prior to such authorization or liable for payment therefore.
- Construction Engineering Inspection Services performed under this Agreement will commence with attendance at a formal Construction Conference by the Consultant, the LPA, and KDOT, unless otherwise stated elsewhere in this Agreement or at the direction of the Field Engineer during an informal Construction Conference. Attendees at a formal Construction Conference shall include representatives of the LPA, KDOT's Field Engineer and the Consultant's Project Engineer/Project Manager and such other representatives as may be designated by each party to this Agreement. KDOT's Field Engineer will notify the LPA and the Consultant of the location, date and time and will make necessary arrangements for the conference. Topics for discussion shall include scope of the Contractor's construction operations and anticipated schedule, review of necessary staffing by the Consultant, lines of communication and authority, equipment needs, standard practices of KDOT, and related subjects.
- (3) The Consultant shall attend the formal Construction Conference held between KDOT, the Contractor and the involved utilities and agencies, unless otherwise stated elsewhere in this Agreement.
- (4) The Consultant shall have KDOT Certified Inspector(s) of the appropriate classification on this Project or plant site at all times when work, which requires inspection, is being performed. The inability of the Consultant to provide appropriate certified inspectors for this Project may, at the Secretary's discretion, give cause for termination of this Agreement by the Secretary.

- (5) This Agreement shall be considered completed upon notice of written release from KDOT unless previously terminated as provided in Article II, Section C.
- (6) Should KDOT deem it necessary for the Consultant to render additional Construction Engineering Inspection Services for review of agreement items, conditions, claims or litigation matters after completion of this Agreement, the Consultant agrees to cooperate and render such requested Construction Engineering Inspection Services. Such Construction Engineering Inspection Services shall be paid for in the amount and manner mutually agreed upon by the LPA and the Consultant.
- (7) A Close-Out Conference may be held upon completion of this Agreement to evaluate the performance of the Consultant. Attendees shall include the Field Engineer and Consultant's Project Engineer/Project Manager and such other representatives as may be designated by each party to this Agreement. KDOT will notify the Consultant of the location, date and time and will make necessary arrangements for the conference. The evaluation shall consider the quality of the Consultant's work, adequacy of staffing, extent of corrections, cooperation and related subjects.

#### B. DELAYS AND EXTENSIONS

(1) Delays caused through no fault of the Consultant may be cause for extension of time in completion of the work. Time extensions may be granted by KDOT upon reasonable claim and justification by the Consultant and when necessary, approval has been given by the FHWA. Granted time extensions may also be cause for consideration of adjustments in payment where approved by KDOT in a supplemental agreement.

#### C. TERMINATION OF AGREEMENTS

- (1) The right is reserved by KDOT to terminate all or part of this Agreement at any time upon written notice to the Consultant. Such notice shall be sent not less than ten (10) days in advance of the termination date stated in the notice.
- (2) The Consultant may terminate this Agreement, in the event of substantial failure of other Parties to perform in accordance with the terms hereof, upon ten (10) days written notice in advance of the effective date of such termination received by all Parties to this Agreement.
- (3) In the event this Agreement is terminated by KDOT without fault on the part of the Consultant, the Consultant shall be paid for the work performed or Construction Engineering Inspection Services rendered under Article III, Basis of Payment of this Agreement.
- (4) In the event the Construction Engineering Inspection Services of the Consultant are terminated by KDOT for fault, including, but not limited to, unreasonable delays in performance, failure to respond to KDOT requests, and/or unsatisfactory performance on the part of the Consultant, the Consultant shall be paid the reasonable value of the Construction Engineering Inspection Services performed or rendered and delivered to KDOT up to the time of termination. The value of the Construction Engineering Inspection Services performed and rendered-will be determined by KDOT. In the case of any dispute, as to payment arising under this Agreement, pertinent

- information will be submitted to a Review Committee for resolution. The Review Committee will be comprised of a maximum of two (2) representatives from each of this Agreement's Parties.
- (5) In the event of the death of any member or partner of the Consultant's firm, the surviving members shall complete the Construction Engineering Inspection Services, unless otherwise mutually agreed upon by the LPA, KDOT, and the survivors, in which case the Consultant shall be paid as set forth in Article III, Basis of Payment.

#### D. SUBLETTING OR ASSIGNMENT OF AGREEMENT

- (1) The Consultant shall not sublet or assign all or any part of the Construction Engineering Inspection Services under this Agreement without the prior written approval of KDOT. Consent by KDOT to assign, sublet or otherwise dispose of any portion of this Agreement shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement.
- (2) All the applicable terms and all Special Attachments of this Agreement shall remain in force and are a condition to any Construction Engineering Inspection Services approved to be sublet or assigned by KDOT.

#### ARTICLE III BASIS OF PAYMENT

#### A. GENERAL

(1) The table below reflects the funding commitments of each Party under this Agreement. The Parties agree costs and contributions are estimates to be used for encumbrance purposes and may be subject to change.

| Party     | Responsibility                                |
|-----------|---|
| Secretary | 0% of Costs of Construction Engineering (CE). |
| -         |   |
| LPA       | 100% of Costs of CE                           |

(2) The terms governing compensation contained in this Agreement are to be read together with all applicable attachments, either attached hereto or incorporated by reference, including but not limited to, Special Attachment No. 1. Any terms found to be in conflict shall be resolved by the Secretary.

#### ARTICLE IV WORK ORDERS, INCREASED WORK, OR DECREASED WORK

#### A. AUDIT

(1) <u>Audit Requirements for Federal Awards</u>. All local governmental units, state agencies or instrumentalities, non-profit Organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (commonly known as the "Supercircular"). The Audit Standards set forth in 2

- C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," and specifically the requirements in Subpart F, 2 C.F.R. § 200.500, et seq. require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. § 200.500, et seq.
- Agency Audit. If the Audit Standards set forth in 2 C.F.R. Part 200 do not apply, the Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the LPA and the Consultant will participate and cooperate in the audit and shall make their records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If the audit reveals payments have been made with federal funds by the LPA for items considered Non-Participating Costs, the LPA shall promptly reimburse the Secretary for such items upon notification by the Secretary.

#### B. GENERAL

- (1) Written orders regarding the Construction Engineering Inspection Services to be performed will be given by KDOT. Orders that do not change the scope of Construction Engineering Inspection Services in this Agreement, but increase or decrease the quantity of labor or materials or the expense of the Construction Engineering Inspection Services, shall not annul or void this Agreement.
- (2) The Consultant must proceed with the Construction Engineering Inspection Services as directed by furnishing the necessary labor, equipment, materials, and professional Construction Engineering Inspection Services to complete the Construction Engineering Inspection Services within the time limits specified in schedules or as adjusted by agreement of the Parties.
- (3) If in the Consultant's opinion such work orders involve Construction Engineering Inspection Services not included in the terms or scope of this Agreement, the Consultant must notify KDOT in writing of this opinion if extra compensation is desired, along with a copy to the LPA.
- (4) If in the Consultant's opinion such work orders would require the discarding or redoing of Construction Engineering Inspection Services which was based upon earlier direction or approvals, the Consultant must notify KDOT in writing of this opinion, and that extra compensation is desired, along with a copy to the LPA.
- (5) Such notification by the Consultant to KDOT shall include the justification for extra compensation and the estimated amount of additional fee requested.
- (6) KDOT will review the Consultant's submittal for extra compensation and, if acceptable, a supplement to this Agreement will be executed. The Consultant shall only proceed with the Construction Engineering Inspection Services for extra work upon prior written authorization by KDOT, which will be followed up with the execution of the supplemental agreement.

#### ARTICLE V MISCELLANEOUS PROVISIONS

#### A. CONSTRUCTION ENGINEERING INSPECTION STANDARDS

- (1) The Consultant agrees all Construction Engineering Inspection Services performed under this Agreement shall be done in accordance with the current rules and guidelines developed for the current KDOT Construction Engineering Inspection Services and in accordance with the current version of the <u>Standard Specifications for State Road and Bridge Construction</u> with Special Provisions, and any necessary Project Special Provisions with the rules and regulations of the Federal Highway Administration pertaining thereto.
- (2) The Consultant agrees no variations in the Construction Engineering Inspection Standards will be permitted except by written concurrence from KDOT to the Consultant.

#### B. REVISION OF SPECIFICATIONS AND PLANS

- (1) KDOT may, by written notice and without invalidating this Agreement, make changes in the Construction Contract, the Standard Specifications, the Special Provisions, the Project Special Provisions and the Plans resulting in the revision or abandonment of Construction Engineering Inspection Services already performed by the Consultant or resulting in work by the Consultant not contemplated in this Agreement.
- (2) Claims by the Consultant for compensation for Construction Engineering Inspection Services resulting from such revisions shall be submitted and processed in accordance with Article IV of this Agreement.

#### C. OWNERSHIP OF DOCUMENTS

- (1) All data provided to the Consultant by KDOT is the sole property of KDOT and is intended for use on this Project only. Any data provided shall not be disclosed to anyone outside the Consultants firm without the express, written permission of KDOT. Upon completion or termination of this Agreement all Manuals, Contract documents, guides, written instructions, unused forms and record-keeping books, and other written data and information furnished to the Consultant by KDOT for the performance of this Agreement, and all survey notes, diaries, reports, records and other information and data collected or prepared by the Consultant in the performance of this Agreement shall be properly arranged and delivered to KDOT, and shall become the property of KDOT.
- (2) All documents prepared by the Consultant pursuant to this Agreement are instruments of service in respect of this Project. They are not intended or represented to be suitable for reuse by the Secretary or others on extensions of this Project or on any other project. Any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at the Secretary's sole risk and without liability or legal exposure to the Consultant. Any such verification or adaptation by the Consultant will entitle the Consultant to further compensation at rates to be agreed upon by the Consultant and Secretary.

#### D. CERTIFICATE REGARDING SEXUAL HARASSMENT

(1) The Consultant agrees to comply with Executive Order 18-04 (February 5, 2018), by signing the <u>Policy Regarding Sexual Harassment Special Attachment</u>, which is attached to and made a part of this Agreement

#### E. CERTIFICATE REGARDING NO BOYCOTT OF ISRAEL

(1) If the total value of this Agreement exceeds \$100,000.00, a Certification of Company Not Currently Engaged in a Boycott of Goods or Services from Israel will be included as <u>Special Attachment No. 12</u> to this Agreement and be made a part thereof.

#### F. AGREEMENT ITEMS

(1) The Consultant and KDOT understand and agree the Construction Contract, the Standard Specifications, the Special Provisions, the Project Special Provisions and the Plans, as available, and the Agreement estimate and other Special Attachments as listed in the Index of Special Attachments are all essential documents of this Agreement and are hereby incorporated by reference into this Agreement and are a part thereof.

#### G. ACCESS TO RECORDS

- (1) The Consultant and any subcontractors to the Consultant agree to maintain for inspection and audit by the LPA, KDOT, and the FHWA all books, documents, papers, accounting records and other evidence pertaining to all costs incurred under this Agreement and to make such materials available at their respective offices at all reasonable times during the life of this Agreement and for three (3) years from the date of the final federal payment to KDOT under this Agreement, and to furnish copies thereof if requested.
- (2) If more than a nominal number of copies are requested, the additional copies shall be furnished at the expense of the requesting agency.
- (3) The Consultant will maintain these materials at the Consultant's offices noted in the <u>Special Attachment No. 1</u>, Specific Construction Provisions.

#### H. LEGAL RELATIONS

- (1) The Consultant shall become familiar with, and shall at all times observe and comply with, all applicable federal, state, and local laws, ordinances and regulations.
- (2) The Consultant shall be responsible for any and all damages to property or persons arising out of an error, omission, and/or negligent act in the Consultant's performance of Construction Engineering Inspection Services under this Agreement.

- (3) The Consultant shall have the sole responsibility for the Construction Engineering Inspection Services for the Project. KDOT's review of the Consultant's Construction Engineering Inspection Services is not intended to and shall not be construed to be an undertaking of the Consultant's duty to provide Construction Engineering Inspection Services for the Project. Any such oversight or review by KDOT is not done for the benefit for the Consultant, Construction Contractor, the LPA or other political subdivisions, or the traveling public. KDOT makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Consultant's Construction Engineering Inspection Services or any other work performed by the Consultant or the LPA
- (4) The Parties agree no third party beneficiaries are intended to be created by this Agreement, nor do the Parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

#### I. WORKERS' COMPENSATION AND OTHER EMPLOYEE PROVISIONS

(1) The Consultant will accept full responsibility for payment of Unemployment Insurance, Workers' Compensation and Social Security as well as income tax deductions and any other taxes or payroll deductions required by state and federal law for the Consultant's employees engaged in work authorized by this Agreement.

#### J. NEGLIGENT ACTS, ERRORS, OR OMISSIONS

- (1) The Consultant shall be responsible for the accuracy of the work performed by the Consultant under this Agreement, and shall promptly make necessary revisions or corrections resulting from their negligent acts, errors or omissions without additional compensation.
- (2) The Consultant shall give immediate attention to these revisions or corrections to prevent or minimize delay to the Contractor.
- (3) The Consultant shall be responsible for any damages incurred as a result of their negligent acts, errors, or omissions and for any losses or costs to repair or remedy construction.

#### K. CONFLICT OF INTEREST

- (1) The Consultant warrants they have no public or private interest, and shall not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the work under this Agreement. Specifically, the Consultant is prohibited from performing contractor construction staking or any other work that is the construction Contractor's responsibility on this Project.
- (2) The Consultant will not, without written permission from KDOT, engage the services of any person(s) in the employment of KDOT for any work required by the terms of this Agreement.

#### L. CONTRACTUAL PROVISIONS ATTACHMENT

(1) The provisions found in <u>Special Attachment No. 4</u>, "Contractual Provisions Attachment (DA-146a)," or its current version, which is attached, are incorporated into and made a part of this Agreement.

#### M. HOLD HARMLESS CLAUSE

- (1) The Consultant hereby expressly agrees to indemnify, hold harmless and save the LPA, the LPA's authorized representatives, the Secretary, and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments and damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Consultant, its agents, employees, or subcontractors which may result from negligent acts, errors, or omissions from the Consultant's operation in connection with the Construction Engineering Inspection Services to be performed hereunder.
- (2) To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, et seq.) as applicable, the LPA hereby expressly agrees to indemnify, hold harmless and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, and damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the LPA, its agents, employees, or subcontractors which may result from negligent acts, errors, or omissions from the LPA's operation in connection with the Construction Engineering Inspection Services to be performed hereunder.

#### N. CORRELATION, INTERPRETATION, AND INTENT OF THE AGREEMENT

The correlation, interpretation, and intent of the Agreement Documents, including the Agreements and Special Attachments thereto, shall be as follows:

- (1) The Agreement, the Notice to Proceed and all supplemental agreements shall be defined as the Agreement Documents.
  - a. The Contract Documents comprise the entire Agreement between the Secretary, the Consultant and the LPA. They may be altered only by supplemental agreement.
  - b. The Contract Documents are complimentary; that is, what is called for by one is binding as if called for by all. If the Consultant or the LPA finds a conflict, error, or discrepancy in the Contract Documents, the Consultant or the LPA will call it to the Secretary's attention before proceeding with the work affected thereby. In resolving such conflicts, errors, and discrepancies, the Documents shall be given precedence in the following order: Supplemental Agreement, Agreement and Notice to Proceed.

#### O. BINDING AGREEMENT

(1) It is further understood this Agreement and all other agreements entered into under the provisions of this Agreement shall be binding upon the Parties to this Agreement and their successors in office.

#### P. BUY AMERICA COMPLIANCE.

(1) The Parties agree to comply with the Buy America requirements of 23 CFR § 635.410, as applicable, when purchasing items using Federal funds under this Agreement. Buy America requires the Parties to purchase only steel and iron produced in the United States, unless a waiver has been granted by FHWA or the product is subject to a general waiver. Costs for applicable materials which are not certified either compliant or under waiver will not be reimbursed. Buy America requirements apply to all contractors/subcontractors and should be incorporated through appropriate contract provisions as needed.

#### Q. PROHIBITED USE OF CERTAIN TECHNOLOGIES

(1) All Parties agree that they will comply with 2 CFR § 200.216 and 2 CFR § 200.471 regulations. Such regulations provide that recipients and sub-recipients of federal funds are prohibited from obligating or expending loan or grant funds, if any, to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) enter into a contract to procure or obtain telecommunication or video surveillance equipment, services, or systems produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Any expenditures for such telecommunication or video surveillance equipment, services or systems are unallowable costs and will not be reimbursed.

#### R. COUNTERPARTS

(1) This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

#### S. SEVERABILITY

(1) If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

#### The signature pages immediately follow this paragraph.

Agreement No. 366-21 Project No. 46 KA-5420-01 Bureau of Local Projects

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed by their duly authorized officers.

| RECOMMEND FOR APPROVAL: |        | CITY OF GARDNE   | ER, KANSAS: |
|-------------------------|--------|------------------|-------------|
|                         |        |                  |             |
| Gardner City Engineer   |        | Mayor of Gardner |             |
| ATTEST:                 |        |                  |             |
| Gardner City Clerk      | (Date) |                  |             |

Agreement No. 366-21 Project No. 46 KA-5420-01 Bureau of Local Projects

ATTEST:

Name TWAD BURDITT

TITLE FONANCE DIRECTOR

**BRUNGARDT HONOMICHL & COMPANY, P.A.:** 

Name Randall J. Gorton

TITLE\_\_Vice-President

Agreement No. 366-21 Project No. 46 KA-5420-01 Bureau of Local Projects

Kansas Department of Transportation Secretary of Transportation

| By: |                               |        |
|-----|-------------------------------|--------|
|     | Burt Morey, P.E.              | (Date) |
|     | Deputy Secretary and          |        |
|     | State Transportation Engineer |        |

#### INDEX OF ATTACHMENTS

| Special Attachment No. 1 | Specific Construction Provisions          |
|--------------------------|---|
| Special Attachment No. 2 | Listing of KDOT Certified Inspectors      |
| Special Attachment No. 3 | Civil Rights Attachment                   |
| Special Attachment No. 4 | Certification Regarding Sexual Harassment |

#### **SPECIFIC CONSTRUCTION PROVISIONS**

#### I. SCOPE OF SERVICES

#### A. SERVICES TO BE PERFORMED BY THE CONSULTANT

The Consultant agrees to:

- (1) Attend all conferences designated by the KDOT or required under the terms of this Agreement.
- (2) Designate a Project Engineer/Project Manager who shall meet KDOT's certification policy and report and transmit Project activity and documents to KDOT's Construction Office.
- (3) Assign KDOT Certified Inspector(s) of the appropriate classifications to the Project to perform the services required under this Agreement in a timely manner to avoid delay to the Contractor.
- (4) Become familiar with the standard practices of the KDOT, the Contract Documents (Specifications, Construction Contract Proposal, Special Provisions and Plans), and the Contractor's proposed schedule of operations prior to beginning field services to be performed under this Agreement.
- (5) Perform the Consultant's field operations in accordance with accepted safety practices.
- (6) Furnish all equipment required to accomplish the Consultant's services and to check or test it prior to use on the Project.
- (7) Provide for Consultant personnel such transportation, supplies, materials and incidentals as are needed to accomplish the services required under this Agreement.
- (8) Undertake the following:

Transmit orders from the KDOT to the Contractor and provide guidance in the proper interpretation of the Specifications and Plans.

Perform or provide construction surveys, staking, and measurements needed by the Contractor (unless provided for in the contract where contractor construction staking is to be performed as a bid item by the Contractor) and perform measurements and surveys that are involved in the determination of final pay quantities.

Inspect all phases of construction operations to determine the Contractor's compliance with Contract Documents and to reject such work and materials, which do not comply with Contract Documents until any questions at issue, can be referred to and be decided by the KDOT's Field Engineer.

Take field samples and/or test materials to be incorporated in the work and reject those not meeting the provisions of the Contract Documents until any questions at issue can be referred to and be decided by the Field Engineer.

Make certain that test report records or certificates of compliance for materials tested off the Project site and required, prior to the incorporation in the work, have been received.

Keep such daily diaries, logs and records as are needed for a complete record of the Contractor's progress, including Project Engineer/Manager and Inspector's diaries.

Measure and compute all materials incorporated in the work and items of work completed and maintain an item account record.

Provide measurement and computation of pay items.

Prepare and submit, or assist in preparing, such periodic, intermediate and final reports and records as may be required by the KDOT and as are applicable to the Project, which <u>may</u> include:

- a. Progress Reports
- b. Weekly statement of working days
- c. Notice of change in construction status
- d. Report of field inspection of material
- e. Test report record
- f. Contractor pay estimates
- g. Pile driving data
- h. Piling record
- i. Final certification of materials
- j. Explanation of quantity variation
- k. Statement of time
- 1. Other records and reports as required by the Project

Review, or assist in reviewing, all Contractor submittals of records and reports required by the KDOT, as applicable to the Project, which may include:

- a. Requests for partial and final payment
- b. Other reports and records as required by the individual Project

- (9) Collect, properly label or identify, and deliver to the KDOT all original diaries, logs, notebooks, accounts, records, reports and other documents prepared by the Consultant in the performance of this Agreement, upon completion or termination of this Agreement.
- (10) Return, upon completion or termination of this Agreement, all manuals, Contract Documents, guides, written instructions, unused forms and record keeping books, and other documents and materials furnished by the KDOT. The Consultant shall be responsible for replacing lost documents or materials at the price determined by the KDOT.
- (11) Prepare and submit a certification of Project completion.
- (12) Prepare and deliver (when Project is completed) one copy of major changes to the plans (by letter) to the KDOT. The letter should contain such items as the following:

#### a. Earthwork and Culverts

- 1. A revised list of benchmarks
- 2. Location of government benchmarks
- 3. Major changes in alignment
- 4. Major changes in grade line
- 5. Established references on cornerstones
- 6. Major changes in location of drainage structures
- 7. Major changes in flow-line of drainage structures
- 8. Drainage structures added or deleted
- 9. Any change of access control

#### b. Bridges

- 1. Changes in stationing
- 2. Changes in type, size or elevation of footings
- 3. Changes in grade line

#### B. SERVICES TO BE PROVIDED BY THE SECRETARY

- (1) The Secretary agrees to:
  - a. Make available to the Consultant sufficient copies of the Contract Documents, shop drawings, plan revisions, written instructions and other information and data considered by the KDOT to be necessary to enable the Consultant to perform the services under this Agreement, for the Project to the same standards required of the KDOT's personnel.
  - b. Provide for the use of the Consultant a sufficient supply of the blank diaries, logs, record keeping books, and reporting forms considered

by the KDOT to be necessary for the Consultant to perform the services under this Agreement to the same standards required of the KDOT'S personnel.

- c. Provide space in the field office and field laboratory furnished by the Contractor under the terms of the Construction Contract Proposal, for the occupancy and use of the Consultant until completion of the construction work.
- d. Perform or provide for laboratory testing of materials requiring offsite testing facilities and obtain test reports or certificates of compliance hereof.
- e. Perform all necessary weld inspection when there is welding for bridge beam connections and splices, and for sign supports. This includes all cross frames, diaphragm connections, and stud welding.
- f. Designate a Construction Engineer/Construction Coordinator in the Construction Office with the duties and responsibilities set forth in Section IC of the General Construction Provisions of the Agreement.
- g. Provide, through the Field Engineer and the District Staff, such assistance and guidance to the Consultant as may be reasonably necessary to perform and complete this Agreement in conformance with standard construction engineering practices of the KDOT.
- (2) The Secretary reserves the right to assign and charge to the Project such KDOT personnel as may be needed.

#### II. PROSECUTION AND PROGRESS

- A. It is anticipated that the services to be performed under the construction contract will start in 2021 and be completed by 2022.
- B. The Consultant shall complete all services to be rendered under this Agreement no later than two months after completion of Project construction. Failure to comply may result in disqualification of the Consultant's Project Engineer/Project Manager or Chief Inspector until proper documentation is submitted and accepted.

#### III. BASIS OF PAYMENT

A. Compensation for services provided by the Consultant will be as agreed to by the LPA and the Consultant.

#### IV. MISCELLANEOUS PROVISIONS

#### A. AUTHORIZED REPRESENTATIVES

- (1) The Field Engineer for the KDOT will be Mr. Heath Clayton, P.E., whose work address is 1290 South Enterprise, Olathe, Kansas 66061 and work telephone is 913-942-3100.
- (2) The Project Engineer/Project Manager for the Consultant will be Mr. Joe White, Certification Number 2460 (expiration date is 2/9/2022) whose work address is 7010 College Boulevard, Suite 400, Overland Park, Kansas 66210 and work telephone is 913-663-1900.
- (3) The Chief Inspector for the Consultant will be Mr. Joe White, Certification Number 2460 (expiration date is 2/9/2022) whose work address is 7010 College Boulevard, Suite 400, Overland Park, Kansas 66210 and work telephone is 913-663-1900.
- (4) The contact person for the LPA will be Mr. Tim McEldowney, P.E., City Engineer whose work address is 120 East Main, Gardner, Kansas 66030 and work telephone is 913-856-0914.

Special Attachment No. 8

Listing of Inspection Staff for Brungardt Honomichl & Co., P.A.

The following list of personnel are available to perform the work on Project 56-46 KA-5420-01 when required

Certification and Expiration Dates

|                   |       |  |               | İ                            | INSPECTION | NC          |         |  |          |     |          |     |                 | TESTING | 7.      |         |              |              |
|-------------------|-------|--|---------------|------------------------------|------------|-------------|---------|--|----------|-----|----------|-----|-----------------|---------|---------|---------|--------------|--------------|
|                   | Cert. |  |               |                              |            |             |         |  | -        | _   | ACI      |     |                 |         |         |         | QC/QA        | QC/QA        |
| Name              | No.   | BI   | API           | CPI                          | STR        | PDI         | DSI     | CSW  | AGF      | AGL | CF       | HCP | PO              | SF      | SOF     | NUC     | ASPHALT      | CONCRETE/CTB |
| Joseph White      | 2460  |  | 2/10/22       | 2/9/22 2/10/22 2/10/22 2/10  | 2/10/22    | /22 1/31/23 | 2/22/23 | 03/25/25   | 12/8/25  |     | 2/24/22  |     | 2/18/26 2/18/26 | 2/18/26 |         | 4/1/26  | 3/7/23       | 3/15/23      |
| Richard Wachtel   | 1234  |  | 2/10/22       | 2/10/22 2/10/22 2/10/22 4/13 | 4/13/22    | 1/30/23     | 2/22/23 | (22) 1/30/23 2/22/23 05/07/23                                    |          |     |          |     |                 |         |         | 4/1/26  |              | 3/15/23      |
| Alan Daniels      | 2141  |  | 1/18/24       | 1/18/24                      | 1/18/24    | 2/19/24     | 3/13/24 | 1/18/24 1/18/24 1/18/24 1/18/24 2/19/24 3/13/24 03/21/23 2/13/24 | 2/13/24  |     | 1/11/24  | =   | 2/18/26 2/18/26 | 2/18/26 |         | 4/1/26  | 3/12/25      | 3/6/25       |
| Aaron Williams    | 5610  | 1/7/26   | 1/7/26        | 1/7/26 1/7/26                | 1/7/26     |             |         |  | 4/1/26   |     | 2/24/26  |     |                 |         |         | 4/1/26  |              |              |
| Michael Martin    | 4973  | 2/4/26   | 2/4/26        | 2/4/26                       | 2/4/26     |             |         | 03/25/25   |          |     | 1/12/26  | _   | 3/16/26         |         |         | 4/1/26  |              |              |
| Collin Schmidt    | 5730  | 2/4/26   | 2/4/26 2/4/26 | 2/4/26                       | 2/4/26     |             |         |  |          |     | 2/24/26  |     |                 |         |         | 4/1/26  |              |              |
| Glenda Melanson   | 2530  | 2/4/26   | 1/7/26        | 1/7/26                       | 1/7/26     |             |         | 04/01/25   | 4/1/26   |     | 11/9/25  | =   |                 | 1/31/24 |         | 1/22/26 | Ti           |              |
| Michael Evans     | 1567  | 2/4/26   | 2/4/26        | 2/4/26                       | 2/4/26     |             |         | 09/25/23   | 12/11/24 |     | 11/21/24 |     |                 |         | 5/21/26 |         | <b>第二十二年</b> |              |
| Dallas C Henricks | 5612  | 5612 6/17/26 6/17/26 6/17/26 6/17/                                   | 6/17/26       | 6/17/26                      | 6/17/26    | -           |         |  |          |     |          |     |                 |         |         |         |              |              |
| Murvyn Morehead   | 5889  | 5889         6/17/26         6/17/26         6/17/26         6/17/26 | 6/17/26       | 6/17/26                      | 6/17/26    |             |         |  |          |     |          | 10  | The second      |         | Par III |         |              |              |

\*- Note: Denotes where staff currently enrolled/underway with Certification/Re-certification process and expected to be active in near future

#### KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

#### **PREAMBLE**

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency ("LEP").

#### **CLARIFICATION**

Where the term "contractor" appears in the following "Nondiscrimination Clauses", the term "contractor" is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

#### ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, it's assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- 1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration ("FTA") or the Federal Aviation Administration ("FAA") as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
- 2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontractors, Including Procurements of Material and Equipment: In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration ("FTA"), or Federal Aviation Administration ("FAA") to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating or suspending a contract, in whole or in part.
- 6. **Incorporation of Provisions**: The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

#### **Policy Regarding Sexual Harassment**

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

**NOW THEREFORE**, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

- 1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
- 2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
- 3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
- 4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
- 5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
- 6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.
- 7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
- 8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
- 9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.

I hereby acknowledge that I have read the above State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

BRUNGARDT HONOMICHL & CO., P.A.

Contractor Name (Type or Print)

By:

Signature

Randall J. Gorton

Printed Name

Vice-President

Title

Date

11/03/2021

#### COUNCIL ACTION FORM CONSENT AGENDA ITEM NO. 6

MEETING DATE: NOVEMBER 15, 2021

STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

Agenda Item: Consider authorizing the purchase of transformers for

Treadway Apartments, Phase 1

Strategic Priority: Fiscal Stewardship

Infrastructure and Asset Management

**Department:** Utilities – Electric Distribution Division

#### **Staff Recommendation:**

Staff recommends authorizing the purchase of twelve (12) 3-phase pad mount transformers for Treadway Apartments from Anixter Inc.

#### **Background/Description of Item:**

The City of Gardner and Grata Development, LLC signed a development agreement which states the city will construct and purchase the materials for the electric infrastructure to serve Grata Development. These 3-phase pad mount transformers will serve Phase 1 of Treadway Apartments.

#### ITB Process:

An Invitation to Bid was published in *The Legal Record*, Drexel Technologies Plan Room, and on the city's website. A total of six (6) companies requested the bid documents, but only one (1) company submitted a bid:

| Vendor       | Total Cost Tax Included |
|--------------|-------------------------|
| Anixter Inc. | \$162,846.90            |

Anixter Inc. meets all the specification requirements.

#### Financial Impact:

Funding for the project is available from the 2021 Electric Budget.

#### Attachments:

Anixter Inc. Bid Form

#### Staff Recommendation:

Authorize the City Administrator to purchase twelve (12) 3-phase pad mount transformers from Anixter Inc., in the amount of \$162,846.90 plus insurance and shipping charges.



# 3-Phase Padmount Transformers For Treadway Apartments



| INVITATION FOR BIDS                    |    |
|--|----|
| INSTRUCTIONS TO BIDDERS                | 1  |
| TERMS & CONDITIONS                     | 8  |
| AGREEMENT                              | 9  |
| TECHNICAL SPECIFICATIONS               | 17 |
| PROPOSER'S AFFIDAVIT                   | 18 |
| BID FORM                               | 19 |
| NONCOLLUSION AFFIDAVIT OF PRIME BIDDER | 20 |

# INVITATION FOR BIDS FOR 3-Phase Padmount Transformers For Treadway Apartments



Issue Date:

October 25, 2021

**Bid Deadline and Opening:** 

November 12, 2021 at 11:00 AM

City of Gardner Utilities Department 1150 E Santa Fe Street Gardner, KS 66030

Contact:

Bruce Baldwin, Electric Distribution Manager

Phone: 913.856.0985

Email: bbaldwin@gardnerkansas.gov

**Description:** The City of Gardner is requesting bids for the purpose of purchasing **3-Phase Padmount Transformers for Treadway Apartments**.

Copies of bid documents can be viewed or purchased for a Non-Refundable fee online at <a href="mailto:www.drexeltech.com">www.drexeltech.com</a> in their eDistribution plan room. Additional assistance is available at <a href="mailto:distribution@drexeltech.com">drexeltech.com</a>. Information regarding this project can be found in the "Public Jobs" link on the website. Contractors desiring the Contract Documents for use in preparing bids may also obtain a set of such documents from Drexel Technologies; 10840 West 86th Street, Lenexa, KS 66214, 913-371-4430. Bidding documents will be shipped only if the requesting party assumes responsibility for all related charges. Corporate, certified, or cashier's checks shall be made payable to Drexel Technologies, Inc.

Sealed Bids are due prior to the Bid Deadline indicated above and must be marked "Bid for: **3-Phase Padmount Transformers for Treadway Apartments**. Any Bid received after the designated closing time will be returned to Bidder unopened.

No oral, telegraphic, facsimile or telephonic Bids or Bid alterations or corrections will be considered.

The City reserves the right to accept or reject any and all Bids and to waive any technicalities or irregularities therein. Bids may only be withdrawn or corrected pursuant to the provisions of K.S.A. 75-6902, as amended, et seq. Bids may be modified or withdrawn by written request of the Bidder if such requests are received in the office of the City Clerk, prior to the time and date for Bid opening.

The project does not qualifies for sales tax exemption for purchasing materials and supplies.

#### **INSTRUCTIONS TO BIDDERS**



A. General Statement:

The Bidder shall submit all bids on the forms provided and also attach a formal company letterhead quote, listing the manufacturer, description, part number, quantity and price per item with tax included as part of these Bid Documents and in compliance with these Instructions. City of Gardner will only accept named manufacturer that are listed on the technical specifications bid form. "City of Gardner will not accept substitutions". All appropriate blanks shall be filled in and the appropriate individual on behalf of him/herself or the entity submitting the bid shall sign the Bid Proposal. Each bid must be enclosed in a sealed envelope plainly marked "Bid for: 3-Phase Padmount Transformers for Treadway Apartments. Pursuant to the Notice to Bidders, Bids shall be addressed to "City of Gardner, Kansas, Attention: "Electric Distribution Manager".

#### **B. Bidding Documents:**

1. Bidding Documents and Plans may be obtained from:

Drexel Technologies www.drexeltech.com 10840 W. 86<sup>th</sup> Street Lenexa, KS 66214

- Complete sets of Bidding Documents shall be used in preparing Bids. Bidding documents consist of the Bid, Contract, and any Plans or other supporting documentation.
- 3. Neither the City, nor any employee, nor any entity in contract with the City, assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- 4. The City, in making copies of the Bid Documents available on the above terms, does so only for the purpose of obtaining bids on the Work and does not confer a license or grant for any other use.
- Bids shall include furnishing all labor, materials, equipment and performing the Work for the project in strict accordance with the Bidding Documents and any Addenda.
- 6. Vendors are required to attach a formal company letterhead quote, listing the manufacturer, description, part number, quantity and price per item with tax included for the materials.
- 7. City of Gardner will only accept named manufacturer that is listed on the technical specifications bid form. "City of Gardner will not accept substitutions"

#### C. Inquiries:

Inquiries regarding the project should be directed to:

Bruce Baldwin, Electric Distribution Manager

Phone: 913.856.0985

Email: bbaldwin@gardnerkansas.gov

The City's representative for the duration of this project is:

Bruce Baldwin 1450 E. Santa Fe St. Gardner, KS 66030 913.856.0985 bbaldwin@gardnerkansas.gov

#### D. Project Timeline:

The following dates are provided in addition to those previously stated to help interested Bidders in planning participation in the project herein. The dates listed, however, are in no way guaranteed and are subject to change without notice.

Bid Issue Date October 25, 2021

Bid Opening November 12, 2021, 11:00 a.m.

#### E. Bidders Representation:

In order to induce the City to accept their Bid, in addition to and not in lieu of any other representations and warranties contained in the Bidding Documents, the Bidder represents and warrants the following to the City:

- 1. The Bidder and their subcontractors are financially solvent and possess sufficient working capital to complete the Work and perform all obligations hereunder;
- 2. The Bidder is able to provide the tools, materials, supplies, equipment, and labor required to complete the Work and perform the Bidder's obligations hereunder;
- The Bidder is now and will continue to be authorized to do business in the State of Kansas, and is now and will continue to be properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Bidder and over the Work and the Project;
- 4. The Bid and execution of the Bidding Documents and the Bidder's performance thereunder are within the Bidder's duly authorized powers;
- The Bidder has made an exhaustive study of the Bidding Documents; understands
  the terms and provisions thereof; has sought or will timely seek any and all
  necessary clarifications prior to submitting the Bid and that the Bid is made in
  accordance with the foregoing;
- 6. The Bid is based upon the materials, systems, and equipment described in the Bidding Documents without exception;
- 7. The Bidder certifies that his bid is submitted without collusion, fraud, or misrepresentation as to other Bidders, so that all bids for the project result from a free, open and competitive bidding environment;
- 8. The Bidder possesses a high level of experience and expertise in the business administration, management, and superintendence of projects of the size, complexity, and nature of this particular project, and that the Bidder will perform the Work with care, skill and diligence of such a Contractor;

- 9. The Bidder acknowledges that the City is relying upon this Bidder's skill and experience in connection with the Work being bid herein;
- 10. That complete sets of Bidding Documents were used in preparing the bid and that the City is not responsible for errors or misinterpretations resulting from the use of incomplete sets of such documents.

#### F. General Instructions:

- 1. The foregoing warranties are in addition to, and not in lieu of (A) any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations, and performance of the Work and, (B) any and all other warranties, representations and certifications made in the Bidding Documents. The Contractor's liability hereunder shall survive the City's final acceptance of and payment for the Work. All representations and warranties set forth herein and in the Contract Documents shall survive the final completion of the Work or the earlier termination of this Agreement.
- 2. Any or all Bidders may be required by the City to furnish information to support the Bidder's capability to fulfill the Contract if awarded the Contract. Such information does not need to be submitted with the Bid, but may be requested at the City's option. Such information may include, but not be limited to, the following:
  - i. Proof of registration with the Kansas Director of Taxation (K.S.A. 79-1009).
  - ii. Proof of registration with the Kansas Secretary of State.
  - iii. List of projects of similar size and type the Bidder has constructed or in which the Bidder has been engaged in a responsible capacity.
  - iv. Evidence the Bidder maintains a permanent place of business.
  - v. A current financial statement.
- Examination: Before submitting a Bid, each Bidder shall examine carefully all
  documents pertaining to the work and visit the site to fully inform himself of the
  condition of the site and the conditions and limitations under which the work is to
  be performed.
- 4. Submission of a Bid will be considered presumptive evidence that the Bidder has fully informed himself of the conditions of the site, requirements of the Contract Documents, and of pertinent national, state and local codes and ordinances, and that the Bid made allowances for all conditions, requirements and contingencies.
- 5. Bidder requiring clarification or interpretation of the Bidding Documents shall make such requests (in writing only) of the Project Manager at least seven (7) days before the date for receipt of bids.

#### G. Addenda:

- 1. Any interpretations, corrections or changes to the Bidding Documents will be made by Addenda.
- 2. Written Addenda will be distributed on-line through <u>www.drexeltech.com</u> to all plan holders registered with Drexel Technologies.

- 3. Copies of written Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- 4. Addenda will be issued no later than four days prior to the date for receipt of Bids, except an addendum withdrawing the request for Bid Proposals, or one, which includes postponement of the date for receipt of Bid Proposals.
- 5. Each Bidder shall ascertain prior to submitting his Bid that he has received all written addenda issued, and he/she shall acknowledge its receipt in his Bid.

#### H. Preparation of Bids:

- 1. Bids shall be made upon the form provided in these Bidding Documents.
- All blanks must be filled in with ink or type. Blanks left on the Bid form may cause a bidder to be disqualified. The completed form shall be without alteration or erasure.
- 3. Amounts shall be expressed in both words and figure, and in case of discrepancy between the two, the amount in words shall govern.
- 4. Sign Bid form in longhand, with name typed below signature. Where Bidder is a Corporation, Bids must be signed with the legal name of the Corporation, followed by the legal signature of an officer authorized to bind the Corporation to a contract.

#### I. Submission:

All copies of the (1) Bid and (2) Bid Security and other documents required to be submitted with the Bid shall be enclosed in a sealed envelope with the notation "Bid Enclosed" on the face thereof and plainly marked "Bid for: **3-Phase Padmount Transformers for Treadway Apartments**. Pursuant to the Notice to Bidders, Bids shall be addressed to "City of Gardner, Kansas, Attention: "Bruce Baldwin". **Provide one (1) original and one (1) digital copy (PDF)**. Bid packages should be submitted/delivered to: Utilities Department, City of Gardner, 1150 E. Santa Fe St., Gardner, KS, 66030.

#### J. Modification and Withdrawal:

Bids may only be withdrawn or corrected pursuant to the provisions of K.S.A. 75-6901, as amended, et seq.

#### K. Consideration of Bids/Selection Process:

- The City reserves the right to reject any and all Bids; to waive any and all technicalities, irregularities and formalities; to negotiate contract terms with the successful Bidder; and the right to disregard all non-conforming, non-responsive or conditional Bids.
- 2. In evaluating Bids and determining the lowest responsible Bidder, City shall consider qualifications of the Bidders.
- 3. Each Bidder shall submit on a form provided for that purpose, a Statement of Bidder's Qualifications, when required by the City.
- 4. The City may consider the qualification and experience of Bidders and subcontractors and other persons and organizations, including suppliers, proposed to be involved in the project. Operating costs, maintenance

- considerations, performance data and guarantees of materials and equipment may also be considered by the City.
- 5. The City may conduct any such investigation it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed subcontractors and other persons, organizations and suppliers, to do Work in accordance with the contract documents to the City's satisfaction within the prescribed time.

#### L. State of Kansas Preference

- 1. State law, K.S.A. 75-3740a, requires that, to the extent permitted by federal law and regulations when letting contracts for Bids, the City must require any Bidder domiciled outside the state of Kansas to submit a Bid the same percent less than the lowest Bid submitted by a responsible Kansas Bidder as would be required of such Kansas domiciled Bidder to succeed over the Bidder domiciled outside Kansas on a like contract let in the foreign Bidder's domiciliary state.
- 2. All Bidders domiciled outside of the State of Kansas shall furnish City with a copy of their state's preferential Bidding statutes and the applicable percent received by in-state Bidders from the state in which the contract is located.

#### M. Subcontractors

- 1. The Contractor shall not award subcontracts, which total more than forty-five percent (45%) of the contract and shall perform, within its organization, work amounting to not less than fifty-five percent (55%) of the total contract price.
- 2. The Contractor shall submit the names of subcontractors for approval by the City prior to award of the contract.

#### N. Basis of the Award:

- 1. The City shall award to the lowest and best, responsive, responsible Bidder as determined by the City and shall be required to enter into a contract with the City.
- 2. If the contract is awarded, the City will give the successful Bidder a Notice of Award within sixty (60) days after the day of the Bid opening.
- City of Gardner has a standard agreement for purchase of goods included in the Invitation for Bids. By submitting a bid, Bidder acknowledges to have reviewed the terms and conditions of the agreement.

#### O. Notice To Proceed:

- No work shall commence until the City issues a Notice To Proceed, and a Notice
  To Proceed will not be issued until all of the following are delivered to the City.
  - i. The Contract signed by the representative with authority and ability to do so.
  - ii. Certificate of Insurance listing the City as Additional Insured.
  - iii. Certificate of Nondiscrimination.
  - iv. List of subcontractors and suppliers.

- v. Corporate Resolution of authority to sign and deliver the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary and dated prior to all other submittals.
- vi. Domestic (Kansas) corporations shall furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State.
- vii. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State.
- Such documents must be delivered with ten (10) days of the City's written notification to the successful Bidder. If they are not delivered within such time then the Bidder will be deemed to have abandoned its contract with the City, and the City will award a contract to the next lowest and best Bid.
- The successful Bidder shall not make claim either for time or money against the City for labor or materials performed or delivered prior to issuance of the Notice to Proceed.
- 4. The City's responsibility to issue a Notice to Proceed is expressly conditioned on the Contractor's timely execution and delivery prior to issuance of the Notice to Proceed.

#### P. Payment by City:

- 1. Payments by the City may be made using any of the following methods of payment, in its sole discretion:
  - i. ACH or wire transfer
  - ii. Check checks will be mailed to the Contractor's place of business
  - iii. Credit/Purchasing Card for payments under \$1,000
- 2. The successful bidder will be required to submit financial information as required by the City to enable the use of the aforementioned payment methods and to enable the City to properly report such payments as required by federal law.

#### Q. Indemnity/Hold Harmless Agreement:

The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Gardner and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

#### R. Open Record:

Sealed bids received by the City pursuant to this solicitation will be temporarily exempt from disclosure in accordance with the Kansas Open Records Act. Thereafter, bids will be open for inspection by any person pursuant to the Kansas Open Records Act.

#### S. Taxes:

The City of Gardner is not exempt from paying Kansas sales tax and should be included in the bid price.

#### T. All Work:

Shall be in accordance with all Federal and State Laws, Local Ordinances and Building Codes, and the Americans with Disabilities Act, as amended.

### **TERMS & CONDITIONS**

#### A. Insurance:

Any bidder receiving an award shall be required to provide proof of this insurance, in the form of a Certificate of Insurance, listing the City of Gardner as an additional insured. The following insurance(s) shall be required:

- □ Workers' Compensation and Employer's Liability Demonstrate compliance with K.S.A. 44-532(b) including maintenance of insurance providing the statutory limits under the Kansas Workers Compensation Act; the Contractor shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.
- Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- ☐ Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.
- Additional Insurance The Contractor shall be required to purchase an <u>Owner's Protective Liability Insurance Policy</u>, issued on an occurrence basis and covering bodily injury (and death) and property damage, naming the City as named insured. The liability limits shall be as stated in the Instructions to Bidders or in the Special Conditions. The original policy shall be placed on file with the City and maintained during the life of the Contract. Such policy shall contain no exclusion relative to any function performed by the City or its employees and agents in connection with the Work.

 Special Hazards - Additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Instructions to Bidders or Special Conditions

#### B. Term of Contract:

This contract shall commence the day after date of award by the City unless otherwise stipulated in the Notice of Award Letter. The contract shall remain in effect as reflected on the Bid Form.

#### AGREEMENT FOR GOODS

This agreement ["Agreement"], is made as of this the City of Gardner, Kansas, [hereinafter "City"], and Answer Inc., [hereinafter referred to as "Vendor"].

#### RECITALS

WHEREAS, pursuant to a request by City, Vendor has submitted a bid for 3-Phase Padmount Transformers for Treadway Apartments.

WHEREAS, City desires to purchase the 3-Phase Padmount Transformers for Treadway Apartments; and

WHEREAS, City and Vendor desire to state the terms and conditions for this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

#### **AGREEMENT**

#### 1.0 Purpose.

Vendor will provide and deliver the 3-Phase Padmount Transformers for Treadway Apartments, as requested by City and as outlined in Vendors response to said Bid. The parties agree that time is of the essence in Vendors performance of this Agreement.

#### 2.0 Term of Agreement.

The term of this Agreement shall be from xxxx x, 2021 to xxxx x, 2021, unless terminated earlier in accordance with the provisions of <u>Article 2</u> below. In the event that the services rendered under this Agreement may extend beyond any one budget year, the continuation of this Agreement from year to year is contingent upon the approval of sufficient budgetary authority for the continuation of this Agreement by the Governing Body of the City in the establishment of its annual budget.

#### 3.0 <u>Termination</u>.

City reserves the right to terminate this Agreement with a thirty (30) day written notice as a result of the failure of Vendor to provide acceptable goods or if City determines that goods can be better provided by in-house or other sources. In the event of termination of this Agreement as a result of a breach by Vendor, the City will not be liable for any fees and may, at its sole option, award an agreement for the same goods to another qualified Vendor to provide goods or the City may complete the work in-house.

#### 4.0 Compensation and Prices.

4.1 City agrees to pay and Vendor agrees to accept as compensation for the services provided pursuant to this Agreement, payment in the amount identified within the

table below, with the total including all services that Vendor has agreed to provide to City, along with the listed goods. The fees indicated within said table shall include all of Vendor's time, labor, equipment, and supplies. Furthermore, the prices included within said table include all freight, inside delivery, fuel charges, and handling fees.

- 4.2 Payment shall be made by City only for goods provided and upon submission of a payment request upon delivery of goods.
- 4.3 All invoices should be sent to Bruce Baldwin.
- 4.4 Compensation table, Vendor to invoice the City for the following item(s) when described:
  - 1. Total \$162.81/a. 90 within Net 30-day payment terms
  - 2. Taxes, freight, and prepaid insurance, if applicable, to be added to invoice.

#### 5.0 Cash Basis and Budget Laws.

The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws, or if mill levy funds generated are less than anticipated.

#### 6.0 Indemnification.

To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Vendor or any permitted subcontractors hired by Vendor, the Vendor agrees to indemnify and hold harmless City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent or intentional acts, errors, or omissions of the Vendor or its subcontractors. Vendor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim.

#### 7.0 Insurance.

- 7.1 The Vendor shall procure and maintain, at its expense, throughout the duration of this Agreement, insurance of such types and in at least such amounts as required herein from an insurance company licensed to do business in the State of Kansas. The following insurance coverages:
  - □ Workers' Compensation and Employer's Liability Demonstrate compliance with K.S.A. 44-532(b) including maintenance of insurance providing the statutory limits under the Kansas Workers Compensation Act; the Vendor shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.

- □ Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate (If the vendor will be making on-site delivery); and
- ☐ Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles (If the vendor will be making on-site delivery); and
- □ Professional Liability The Vendor shall maintain Professional Liability insurance in an amount not less than \$500,000; and
- □ Products Liability Insurance The Vendor shall maintain Products Liability insurance in an amount not less than \$1,000,000.
- 7.2 The City shall be named as additional insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.
- 7.3 Industry Ratings The City will only accept coverage from an insurance carrier who offers proof that it:
  - Is licensed to do business in the State of Kansas;
  - Carries a Best's policyholder rating of A or better;

#### AND

Carries at least a Class X financial rating.

OR

is a company mutually agreed upon by the City and Vendor.

#### 8.0 Conflict of Interest.

Vendor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder, including under 31 U.S.C.S. Section 1352. Vendor further covenants that in the performance of this Agreement no person having any such interests shall be employed.

#### 9.0 Nondiscrimination.

Vendor must comply with the Kansas Act Against Discrimination and if applicable, execute a Certificate of Nondiscrimination and Affirmative Action as provided in K.S.A. §44-1030. The Vendor further agrees that the Vendor shall abide by the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

#### 10.0 Facilities and Equipment.

Vendor shall furnish at its own cost and expense all labor, tools, equipment, materials, transportation, and any other accessories, services and facilities required to complete the provision of services and goods as designated, described in accordance with this Agreement, including any attached exhibits and any addendums to this Agreement. The City expressly denies responsibility for or ownership of any item purchased until the same is delivered to and accepted by the City.

#### 11.0 Accessibility.

Vendor will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all programs receiving federal financial assistance. Vendor shall also comply with applicable requirements with the Americans with Disabilities Act (ADA), as amended, which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.

#### 12.0 Records, Ownership and Inspection.

#### 12.1 Ownership of Documents.

All documents prepared by Vendor in the performance of this Agreement, although instruments of professional service, are and shall be the property of City, whether the project for which they are made is executed or not.

#### 12.2 Open Records.

In recognition of the City's obligations under the Kansas Open Records Act ("KORA"), Vendor acknowledges that this Agreement along with any reports and/or records provided pursuant to this Agreement are public documents and are subject to disclosure under KORA.

#### 13.0 Independent Contractor.

It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining worker's compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employee's compensation.

#### 14.0 Compliance with Laws.

The Vendor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.

#### 15.0 Assignment.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented. The subcontracting, assignment, delegation or transfer of the Services shall in no way relieve the Vendor of its primary responsibility for the quality and performance of such Services.

#### 16.0 Confidentiality.

All reports and documents prepared by Vendor in connection with the performance of this Agreement are confidential until released by City to the public. Vendor shall not make any such documents or information available to any individual or organization not employed by Vendor or City without the written consent of City before any such release.

#### 17.0 Notices.

All notices hereunder shall be given in writing and sent as follows:

To City: Bruce Baldwin 1450 E. Santa Fe Street Gardner, Kansas 66030

To Vendor: Anixter Inc. Gen Landes
4600 Karsas Ave
Ransas City, KS UG106

#### 18.0 Amendments.

- 18.1 This document represents the entire and integrated agreement between City and Vendor and supersedes all prior negotiations, representations, and agreements, either written or oral.
- 18.2 This document may be amended only by written instrument, signed by both City and Vendor.

#### 19.0 No Third Party Beneficiaries.

City and Vendor specifically agree that this Agreement is not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement; the duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

#### 20.0 Force Majeure.

City shall not be responsible for any delay or failure of performance resulting from fire, flood, other acts of God, vandalism, strike, labor dispute of a third party, domestic or international unrest, delay in receipt of supplies, energy shortage or failure, or any other cause beyond its reasonable control.

#### 21.0 Titles.

The titles in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

#### 22.0 Negotiations.

City and Vendor agree that disputes relative to the project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Vendor shall proceed with the work as per this Agreement as if no dispute existed; and provided further that no dispute will be submitted to arbitration without both parties' express written consent.

#### 23.0 Costs and Attorneys Fees.

If on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.

#### 24.0 Severability.

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

#### 25.0 Authority to Enter into Agreement.

Vendor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

#### 26.0 Incorporation of Appendices.

#### 27.0 Entire Agreement.

This Agreement and the documents incorporated herein represents the entire agreement between the Parties hereto and any provision not contained herein shall not be binding upon either party, nor have any force or effect.

#### 28.0 Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Kansas and, in the event of litigation, the sole and exclusive venue shall be within the District Court of Johnson County, Kansas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this XX<sup>th</sup> day of XXXXX, 2021

| CITY OF GARDNER, KANSAS    | VENDOR  |
|----------------------------|---|
| (Mayor/City Administrator) | Ryan Landes (Outside Sales) Authorized Agent (Insert Name, Title) |
| ATTEST:                    |   |
| City Clerk                 |   |
| APPROVED AS TO FORM:       |   |
| Ryan Denk, City Attorney   |   |

### EXHIBIT A - Bid

Bid # XXXX dated XX/XX/2021 by Vendor's Name.

# TECHNICAL SPECIFICATIONS

City of Gardner will only accept named manufacturer listed below. No Substitutions.

## WEG

#### **Qty.** 6

Three Phase Pad-Mount Transformer(s) kVA Rating: 225 kVA Model#: Mineral Oil Immersed Cooling Class: ONAN Frequency: 60 Hz Avg. Winding Rise: 65 °C Primary Voltage: 12470 GrdY/7200 Secondary Voltage: 208Y/120 Primary BIL Rating: 95 kV Secondary BIL Rating: 30 kV HV Winding Matl: AL LV Winding Matl: AL High Voltage Taps: B Taps - Two 2.5% Taps below Nominal and Two 2.5% Taps above Nominal No Load Loss: 497 Watts @ 0 °C Load Loss: 2654 Watts @ 0 °C Total Loss: 3151 Watts Impedance: 3.61 % { Tank Enclosure } Welded Cover Cabinet Depth: 19 inches Pentahead Security Bolts Steel HV-LV Barrier { Paint Color } GREEN (Munsell 7.0GY3.29/1.5) { Bushings } Loop Feed ANSI Minimum Dimensions Dead Front Primary Terminations: Wells , 6 Inserts Secondary Terminations: Epoxy Bushings w/ Thread-On 6 Hole Aluminum H Spades Neutral: HOXO Grounding Switch { Protection } Dual sensing Bayonet Fusing (C10/A05) w/Flapper Valve Bayonet Fuse Holder, PLASTIC Dripshield (), { Additional Notes ) Pressure Relief Valve Viat 302-060-01N, Drain Plug, Liquid Level (SightGauge), Schrader Valve Performance: Losses (NLL & LL) and Impedance are subject to testing tolerances per applicable standards.

#### Qty. 6

Three Phase Pad-Mount Transformer(s) kVA Rating: 300 kVA Model#: Mineral Oil Immersed Cooling Class: ONAN Frequency: 60 Hz Avg. Winding Rise: 65 °C Primary Voltage: 12470 GrdY/7200 Secondary Voltage: 208Y/120 Primary BIL Rating: 95 kV Secondary BIL Rating: 30 kV HV Winding Matl: AL LV Winding Matl: AL High Voltage Taps: B Taps - Two 2.5% Taps below Nominal and Two 2.5% Taps above Nominal No Load Loss: 497 Watts @ 0 °C Load Loss: 2654 Watts @ 0 °C Total Loss: 3151 Watts Impedance: 3.61 % { Tank Enclosure } Welded Cover Cabinet Depth: 19 inches Pentahead Security Bolts Steel HV-LV Barrier { Paint Color } GREEN (Munsell 7.0GY3.29/1.5) { Bushings } Loop Feed ANSI Minimum Dimensions Dead Front Primary Terminations: Wells , 6 Inserts Secondary Terminations: Epoxy Bushings w/ Thread-On 6 Hole Aluminum H Spades Neutral: HOXO Grounding Switch { Protection } Dual sensing Bayonet Fusing (C10/A05) w/Flapper Valve Bayonet Fuse Holder, PLASTIC Dripshield (), { Additional Notes ) Pressure Relief Valve Viat 302-060-01N, Drain Plug, Liquid Level (SightGauge), Schrader Valve Performance: Losses (NLL & LL) and Impedance are subject to testing tolerances per applicable standards.



#### **PROPOSER'S AFFIDAVIT**

This completed Proposer's Affidavit form must be submitted with the Proposer's Bid and will become a part of any agreement that may be awarded. This Proposer's Affidavit must be signed by an authorized representative. If the Proposal Signature Form is not signed by an authorized representative or submitted with the proposal, the proposal is considered non-responsive.

| Please type or print:  |
|--|
| Legal Name of Person, Firm or Corporation: Anixer Inc  |
| Address: 4600 Kasas Ave  |
| City/State/Zip: Kasas City KS 66106  |
| Contact Person: Ran (and S   |
| Phone: 913 213-7862 Email: Man. landes Danixter.com  |
| Federal ID #: 36-236 1285  |
| Type of Organization:   Individual   Small Business   Non-profit  Joint Venture  |
| Attach copies of all such licenses, permits or certificates issued to the business entity.   |
| The undersigned person by his/her signature affixed hereon warrants that:  A. He/she is an officer of the organization.  B. He/she has been specifically authorized to offer a bid in full compliance with all requirements, and conditions, as set for in this Invitation for Bid.  C. The Proposer complies with all of the requirements of the Bid.  D. The Proposer certifies all products and services in the bid meet or exceed all requirements of this specification as set forth in the Bid and that all exceptions are clearly identified.  E. He/she received the following addenda to the Invitation to Bid (indicate number and date of each):  Addendum No.:  Dated:  Addendum No.:  Dated:  Dated:  Date:  Date |
| Additionized Signature   |
| Subscribed and sworn to before me this 9 day of November, 2021 by Ryon Landes.   |
| (Signature of Notary Public)  My commission expires: 4 18 2013  (seal, if any)  ERIC JONES  Notary Public-State of Kansas  My Appt. Expires 8 - 18 - 23  |



#### **BID FORM**

All Bid Pricing is to be in accordance with all General Conditions, Special Conditions, and Minimum Specifications as stated within this Request for Bid. Failure to complete the following form(s) shall result in your Bid being deemed non-responsive and rejected without any further evaluation.

#### **Bid Tabulation -**

Total Cost of Transformers Tax Included

| STATE OF Konsas<br>COUNTY OF Wyondotte  |   |
|---|---|
| Ryon Landes   | , being first duly sworn deposes and says that:   |
| (1) He is <u>lands</u> of <u>Bidder that has submitted the at</u>   | Anikte ENC , the tached Bid;  |
| (2) He is fully informed respecting pertinent circumstances respect   | the preparation and contents of the attached Bid and of all ing such Bid;   |
| (3) Such Bid is genuine and is not a  | collusive or sham bid;  |
| employees of parties in interest<br>connived, or agreed, directly or<br>collusive or sham Bid in connect<br>submitted or to refrain from bidded<br>directly or indirectly, sought by a<br>any other Bidder, firm or person<br>the Bid price of any other Bidder | y of its officers, partners, owners, agents, representatives, including this affiant, has in any way colluded, conspired, indirectly with any other Bidder, firm or person to submit a ction with the Contract for which the attached Bid has been ding in connection with such contract, or has in any manner, agreement or collusion or communication or conference with a to fix the price or prices or cost element of the Bid price or r, or to secure through any collusion, conspiracy, connivance livantage against the City of Gardner, KS or any person fact; |
| collusion, conspiracy, connivance   | e attached Bid are fair and proper and are not tainted by any<br>se or unlawful agreement on the part of the Bidder or any of<br>ers, employees, or parties in interest, including this affiant.  |
|   | By: Anixler Enc Ryan Landes   |
|   | Name: Ryon Landes   |
|   | Title: Outsde Sales   |
|   | Bidder: Anixte INC  |
| Subscribed and sworn to before me   | 2021  |
| Lyon Lorden .  (Signature of Notary Public)   | (seal, if any)  ERIC JONES  Notary Public-State of Kensas  My Appt. Expires 8/8/23  |
| My commission expires: OR - 20  | <u>n3</u>   |



### 4600 Kansas Ave. Kansas City, KS 66106

Phone: (913) 202-6945 Fax: (913) 281-7767

CUST #: 289

BILL TO: GARDNER CITY OF

PUBLIC WORKS DEPT. 1150 E SANTA FE ST GARDNER, KS 66030 QUOTE

| MRXL      | NO              |             |
|-----------|-----------------|-------------|
| SALES REP | TAKEN BY        | FREIGHT OUT |
| 11/08/21  | WEG Transformer | 1 of 1      |
| P.O. DATE | P.O. NUMBER     | PAGE NO.    |
|           | 11/08/21        | 5121839-00  |
| ORDERED B | QUOTE DATE      | QUOTE NO.   |



| SHIP TO: | GARDNER, CITY OF     |
|----------|----------------------|
|          | 1450 SANTA FE STREET |
|          | GARDNER, KS 66030    |

| INSTRUCTIONS   |                     | 8             | SHIP POINT |      |          | VIA :                          | SHIPPED | TERMS                              |
|--|---------------------|---------------|------------|------|----------|--------------------------------|---------|------------------------------------|
|  |                     | Anixter - ch  | Cc/3442    |      | Best Way |                                |         | Net 30                             |
| PRODUCT AND DESCRIPTION  | ORDERED             | во            | SHIPPED    | UM   | PRICE    |                                |         | NET AMOUNT                         |
| T2257212LBW 225KVA 3P PAD 12470GRDY/ 7200 :  | 6<br>208/120 LF B-7 | TAPS          | 6          | each | 11659.55 |                                |         | 69957.30                           |
| Lead time 42-44 weeks<br>T3007212LBW<br>300KVA 3P PAD 12470GRDY/ 7200 :<br>Lead time 42-44 weeks | 6                   |               | 6          | each | 13132.55 |                                |         | 78795.30                           |
| 2 Lines Total  | Qty S               | Shipped Total | 12         |      |          | Total<br>Taxes<br>Invoice Tota | 1       | 148752.60<br>14094.30<br>162846.90 |

COUNCIL ACTION FORM COMMITTEE RECOMMENDATION No. 1

MEETING DATE: NOVEMBER 15, 2021

STAFF CONTACT: DAVID KNOPICK, COMMUNITY DEVELOPMENT DIRECTOR

**Agenda Item:** Consider adopting an ordinance amending sections of Title 17 of the Land

Development Code - Principal Use Signs

**Strategic Priority:** Economic Development

**Department:** Community Development

#### **Planning Commission Recommendation:**

After conducting a Public Hearing at its September 27, 2021 and October 25, 2021 meetings and reviewing a series of proposed amendments to Title 17 the Land Development Code, the Planning Commission recommends that the Governing Body approve the proposed amendments as outlined in the attached materials and adopt an ordinance incorporating such amendments.

#### Staff Recommendation:

Staff recommends approval of the proposed amendments as provided in the attached materials and supports the Planning Commission recommendation.

#### **Background/Description of Item:**

Periodically, the Governing Body, Planning Commission, or staff, through the activities associated with the administration of Title 17 Land Development Code (LDC) of the Gardner Municipal Code, may identify the need to make text amendments to the LDC. At such time that amendments are proposed the process outlined in Section 17.03.110 of the Gardner Municipal Code is prescribed.

A summary of the proposed amendments by chapter is provided below.

#### Chapter 17.05 Zoning Districts and Use Standards

The proposed language in this section is related to the identification and description of ancillary and principal use signs as part of the Communication and Utilities land use category associated with the Use Table.

#### Chapter 17.10 Sign Standards

The proposed language in this section provides the physical parameters for principal use signs. The primary focus in this chapter is the creation of Table 10-3: Principal Use Sign Allowances and associated standards related to sign type, lighting, and construction / maintenance. Additionally, the current reference to business messaging is recommended to be removed.

#### Actions:

Per Section 17.03.110 of the Land Development Code, the Governing Body may:

When the Planning Commission submits a recommendation of approval or disapproval of such amendment and the reasons therefor, the Governing Body may:

- a. Adopt. Adopt such recommendation by ordinance.
- b. Override. Override the Planning Commission's recommendation by at least a two-thirds vote of the membership of the Governing Body, or

c. Return. Return such recommendation to the Planning Commission with a statement specifying the basis for the Governing Body's failure to approve or disapprove. If the Governing Body returns the Planning Commission's recommendation, the Planning Commission after considering the same may resubmit its original recommendation giving the reasons therefor or submit new and amended recommendations. Upon the receipt of such recommendation, the Governing Body by a simple majority thereof may adopt or may revise or amend and adopt such recommendation by ordinance or it need take no further action thereon. If the Planning Commission fails to deliver its recommendation to the Governing Body following the Planning Commission's next regular meeting after receipt of the Governing Body's report, the Governing Body shall consider such course of inaction on the part of the Planning Commission as a resubmission of the original recommendation and proceed accordingly.

#### **Financial Impact:**

None at this time.

#### Attachments included:

- Ordinance No. 2722
- September 27 and October 25, 2021 draft Planning Commission minutes excerpt
- Planning Commission staff report

#### **Suggested Motion:**

Adopt Ordinance No. 2722, an ordinance amending the Land Development Code of the City of Gardner, Kansas by amending the sections of Title 17 of the Gardner Municipal Code

#### **ORDINANCE NO. 2722**

# AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE OF THE CITY OF GARDNER, KANSAS BY AMENDING THE SECTIONS OF TITLE 17 OF THE GARDNER MUNICIPAL CODE.

WHEREAS, the City of Gardner, Kansas initiated changes to Sections of Title 17 entitled "Land Development Code", by direction of the Governing Body as presented by staff to the Planning Commission on the 27<sup>th</sup> day of September, 2021 and the 25<sup>th</sup> day of October 2021, and action of the Planning Commission on the 25<sup>th</sup> day of October, 2021; and

WHEREAS, a public hearing on the herein changes to the Land Development Code was properly noticed and held before the Planning Commission of the City of Gardner, Kansas, on the 27<sup>th</sup> day of September, 2021 and on the 25<sup>th</sup> day of October, 2021; and

WHEREAS, said Planning Commission has recommended that the herein amendments to the Land Development Code of the City of Gardner, Kansas be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GARDNER, KANSAS:

<u>Section 1:</u> Title 17 of the Code of the City of Gardner Kansas, 2016, Section 17.05.030, Subsection A. Table 5-2 shall be amended to read as follows:

| Table 5-2: Use Table                          |    |            |         |         |            |            |         |          |    |      |         |         |         |         |         |     |
|---|----|------------|---------|---------|------------|------------|---------|----------|----|------|---------|---------|---------|---------|---------|-----|
|   |    |            | ntia    |         | ••••       |            |         |          |    | nres |         |         |         |         |         |     |
|   | Α  | RE         | R-<br>1 | R-<br>2 | R-<br>3    | R-<br>4    | R-<br>5 | RM-<br>P | C- | CO-  | C-<br>1 | C-<br>2 | C-<br>3 | M-<br>1 | M-<br>2 | REC |
| RESIDENTIAL DWELLINGS                         | _  |            |         |         |            |            |         |          |    |      |         |         |         |         |         |     |
| Household Living                              | Р  | Р          | Р       | Р       | Р          | Р          | Р       | Р        |    |      |         |         |         |         |         |     |
| Multi-Unit Household Living                   |    |            |         | P*      | Р          | Р          | Р       |          | Р  | Р    | Р       |         |         |         |         |     |
| Group Care Home (9 – 14 residents)            | C* | C*         |         |         | P*         | P*         | P*      |          |    |      |         |         |         |         |         |     |
| Congregate Living                             |    |            |         |         | Р          | Р          | Р       |          |    |      |         |         |         |         |         |     |
| Manufactured/Mobile/Micro Home Community      |    |            |         |         |            |            |         | P*       |    |      |         |         |         |         |         |     |
| Mixed Use (apartment over commercial/service) |    |            |         |         |            |            |         |          | Р  | Р    | Р       | Р       |         |         |         |     |
| Live/Work                                     |    |            |         |         |            | Р          | Р       |          | Р  | Р    | Р       |         |         |         |         |     |
| Accessory Dwelling                            | A* | <b>A</b> * | A*      | A*      | <b>A</b> * | <b>A</b> * | A*      |          |    |      |         |         |         |         |         |     |
| Accessory Home Occupation                     | A* | <b>A</b> * | A*      | A*      | <b>A</b> * | <b>A</b> * | A*      | A*       |    |      |         |         |         |         |         |     |
| Accessory In-Home Day Care                    | A* | A*         | A*      | A*      | A*         | A*         | A*      | A*       |    |      |         |         |         |         |         |     |
| CIVIC/INSTITUTIONAL                           |    |            |         |         |            |            |         |          |    |      |         |         |         |         |         |     |
| Assembly – Small                              | P* | P*         | P*      | P*      | P*         | P*         | P*      | P*       | P* | P*   | P*      | P*      | P*      | P*      |         | P*  |
| Assembly – Large                              |    |            |         |         |            | С          | С       |          | С  | С    | С       | Р       | Р       | Р       |         | Р   |
| Assembly – Event Venue                        |    |            |         |         |            |            |         |          |    |      |         | С       | С       | С       |         | С   |
| Cultural and Public Service                   | С  |            |         |         |            | С          | С       |          | Р  | Р    | Р       | Р       | Р       |         |         | Р   |
| School – Neighborhood                         | Р  | Р          | Р       | Р       | Р          | Р          | Р       |          | Р  | Р    |         | Р       | Р       |         |         | Р   |

| School – Community  |    | Р  | Р  | Р  | Р  | Р  | Р  |   | Р  | Р  |    | Р  | Р  |    |    | Р  |
|---|----|----|----|----|----|----|----|---|----|----|----|----|----|----|----|----|
| School – Regional   |    |    |    |    |    |    |    |   |    |    | С  | Р  | Р  | Р  |    | С  |
| Cemetery/Mausoleum  | P* |   |    |    |    | P* | P* | P* |    | P* |
| Open/Civic Space (see GMC 17.04.020, 17.08.020)           | Р  | Р  | Р  | Р  | Р  | Р  | Р  | Р | Р  | Р  | Р  | Р  | Р  | Р  | Р  | Р  |
| Residential Care – Limited                                |    |    |    |    | P* | P* | P* |   | C* | C* | C* | Р  | Р  |    |    |    |
| Residential Care – General                                |    |    |    |    |    | P* | P* |   | C* | C* | C* | Р  | Р  |    |    |    |
| Residential Care – Institutional                          |    |    |    |    |    |    | C* |   | C* |    |    | С  | Р  |    |    |    |
| Retail  |    |    |    |    |    |    |    |   |    |    |    |    |    |    |    |    |
| Retail – Micro (under 1K)                                 | Α  | Α  |    |    |    |    |    |   | Р  | Р  | Р  | Р  | Р  | Р  |    | Α  |
| Retail – Neighborhood (1K – 3K)                           | Α  |    |    |    |    |    |    |   | Р  | Р  | Р  | Р  | Р  | Р  |    | Α  |
| Retail – Small (3K – 6K)                                  |    |    |    |    |    |    |    |   |    | Р  | Р  | Р  | Р  | Р  |    |    |
| Retail – General (6K – 20K)                               |    |    |    |    |    |    |    |   |    |    | Р  | Р  | Р  | Р  |    |    |
| Retail – Large (20K – 100K)                               |    |    |    |    |    |    |    |   |    |    |    |    | Р  | Р  |    |    |
| Retail – Warehouse (100K+)                                |    |    |    |    |    |    |    |   |    |    |    |    | Р  | Р  |    |    |
| Grocery – Market (under 10K)                              |    |    |    |    |    |    |    |   |    | Р  | Р  | Р  | Р  |    |    |    |
| Grocery – Store (10K – 45K)                               |    |    |    |    |    |    |    |   |    | C* | C* | Р  | Р  |    |    |    |
| Grocery – Supermarket (45K+)                              |    |    |    |    |    |    |    |   |    |    |    | Р  | Р  |    |    |    |
| Outdoor Sales – Limited                                   | A* | A* |    |    |    |    |    |   |    | A* | A* | A* | A* |    |    |    |
| Outdoor Sales – General                                   |    |    |    |    |    |    |    |   |    |    |    | P* | P* | P* | P* |    |
| Outdoor Sales – Heavy                                     |    |    |    |    |    |    |    |   |    |    |    | C* | P* | P* | P* |    |
| Convenience Store/Fuel Station – Limited (1-4 pumps)      |    |    |    |    |    |    |    |   | P* | P* | C* | P* | P* | P* | P* |    |
| Convenience Store/Fuel Station – General (5-<br>12 pumps) |    |    |    |    |    |    |    |   |    | C* |    | P* | P* | P* | P* |    |
| Convenience Store/Fuel Station – Heavy (13+ pumps)        |    |    |    |    |    |    |    |   |    |    |    | C* | P* | P* | P* |    |
| Service and Employment                                    |    |    |    |    |    |    |    |   |    |    |    |    |    |    |    |    |
| Animal Care – Kennel                                      | P* |    |    |    |    |    |    |   |    |    |    | A* | A* | P* |    |    |
| Animal Care – General                                     | С  |    |    |    |    |    |    |   | Р  | Р  | Р  | Р  | Р  | Р  |    |    |
| Animal Care – Large                                       | C* |    |    |    |    |    |    |   |    |    |    |    | C* | Р  |    |    |
| Day Care Center   |    |    | C* | C* | C* | C* | C* |   | Р  | Р  | Р  | Р  | Р  | Р  |    |    |
| Food and Beverage – Accessory Drive-Through               |    |    |    |    |    |    |    |   | A* |    | A* | A* | A* | A* |    |    |
| Food and Beverage – Accessory Outdoor                     |    |    |    |    |    |    |    |   | A* | A* | A* | A* | A* | A* |    | A* |
| Food and Beverage – General                               |    |    |    |    |    |    |    |   | Р  | P* | Р  | Р  | Р  | Р  |    | A* |
| Food and Beverage – Heavy                                 |    |    |    |    |    |    |    |   | Р  |    | С  | Р  | Р  | Р  |    |    |

| Food and Beverage – Mobile                          | T* |
|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| Funeral Home and Interment                          |    |    |    |    |    |    |    |    | Р  | Р  | Р  |    |    |    |    |    |
| Health Care – Small                                 |    |    |    |    |    |    |    |    | Р  | Р  | Р  | Р  | Р  | Р  |    |    |
| Health Care – General                               |    |    |    |    |    |    |    |    | Р  | Р  | Р  | Р  | Р  | Р  |    |    |
| Health Care – Large                                 |    |    |    |    |    |    |    |    |    |    | Р  | Р  |    |    |    |    |
| Lodging – Bed and Breakfast (up to 5 rooms)         | C* |    |    | Р  | Р  |    |    |    |    |    |
| Lodging – Short Term Rental of Detached<br>House    |    | C* | C* | C* |    |    |    |    |    |    |    |    |    |    |    |    |
| Lodging – Inn (up to 20 rooms)                      |    |    |    |    |    |    |    |    | Р  | Р  | Р  | Р  | Р  |    |    |    |
| Lodging – Small (up to 100 rooms)                   |    |    |    |    |    |    |    |    | Р  |    | Р  | Р  | Р  |    |    |    |
| Lodging – Large (more than 100 rooms)               |    |    |    |    |    |    |    |    |    |    |    | Р  | Р  |    |    |    |
| Office – Limited (under 10K)                        |    |    |    |    |    |    |    |    | Р  | Р  | Р  | Р  | Р  | Р  |    |    |
| Office – General (10K – 40K)                        |    |    |    |    |    |    |    |    | Р  | С  | С  | Р  | Р  | Р  |    |    |
| Office – Large/Complex (40K+)                       |    |    |    |    |    |    |    |    |    |    |    | Р  | Р  | Р  |    |    |
| Pawn Shops/Short-Term Loan and Check Cashing        |    |    |    |    |    |    |    |    |    | Р  | Р  | Р  | Р  | Р  |    |    |
| Personal Services – Limited (under 3K)              |    |    |    |    |    |    |    |    | Р  | Р  | Р  | Р  | Р  | Р  |    |    |
| Personal Services – General (3K – 10K)              |    |    |    |    |    |    |    |    |    | Р  | Р  | Р  | Р  | Р  |    |    |
| Personal Services – Heavy/Business Services (10K+)  |    |    |    |    |    |    |    |    |    |    |    | Р  | Р  | Р  | Р  |    |
| Personal Storage – Indoor                           |    |    |    |    |    |    |    |    | С  |    |    | Р  | Р  | Р  |    |    |
| Personal Storage – Outdoor                          |    |    |    |    |    |    |    |    |    |    |    | Р  | Р  |    |    |    |
| Recreation/Entertainment – Indoor Minor (under 10K) |    |    |    |    |    |    |    |    | Р  | Р  | Р  | Р  | Р  | Р  |    | Р  |
| Recreation/Entertainment – Indoor Major (10K+)      |    |    |    |    |    |    |    |    | Р  |    | С  | Р  | Р  | Р  |    | Р  |
| Recreation/Entertainment – Outdoor Minor            |    |    |    |    |    |    |    |    | Р  |    | С  | Р  | Р  | Р  |    | Р  |
| Recreation/Entertainment – Outdoor Major            |    |    |    |    |    |    |    |    |    |    | С  | С  | Р  |    |    | Р  |
| Recreation – RV Park/Campground                     | С  |    |    |    |    |    |    |    |    |    |    | P* | P* |    |    | P* |
| Temporary Use (See GMC 17.05.050(Y))                | T* |    |    |    |    |    |    |    | T* |
| Vehicle/Equipment Service and Repair –<br>Limited   |    |    |    |    |    |    |    |    | Р  | Р  | Р  | Р  | Р  | Р  | Р  |    |
| Vehicle/Equipment Service and Repair –<br>General   |    |    |    |    |    |    |    |    |    |    |    | С  | Р  | Р  | Р  |    |
| Vehicle/Equipment Service and Repair – Heavy        |    |    |    |    |    |    |    |    |    |    |    |    | С  | Р  | Р  |    |
| INDUSTRIAL  |    |    |    |    |    |    |    |    |    | '  |    |    |    |    |    |    |
| Manufacturing – Limited/Artisan                     |    |    |    |    |    |    |    |    |    | Р  | Р  | Р  | Р  | Р  | Р  |    |
| Manufacturing – Light                               |    |    |    |    |    |    |    |    |    |    |    | С  | Р  | Р  | Р  |    |
|   |    |    |    |    |    |    |    |    | •  |    | •  |    | •  |    |    |    |

| Manufacturing – General  |                 |                |              |              |              |                    |                |                |                |                    |                |                 |          | Р               | Р              |                |
|--|-----------------|----------------|--------------|--------------|--------------|--------------------|----------------|----------------|----------------|--------------------|----------------|-----------------|----------|-----------------|----------------|----------------|
| Manufacturing – Heavy  |                 |                |              |              |              |                    |                |                |                |                    |                |                 |          |                 | Р              |                |
| Freight and Distribution – Light   |                 |                |              |              |              |                    |                |                |                |                    |                |                 |          | Р               | Р              |                |
| Freight and Distribution – Heavy   |                 |                |              |              |              |                    |                |                |                |                    |                |                 |          |                 | Р              |                |
| Commercial Storage – Indoor  |                 |                |              |              |              |                    |                |                | С              |                    |                | Р               | Р        | Р               | Р              |                |
| Commercial Storage – Outdoor Minor   |                 |                |              |              |              |                    |                |                |                |                    |                |                 | P*       | P*              | P*             |                |
| Commercial Storage – Outdoor Major   |                 |                |              |              |              |                    |                |                |                |                    |                |                 |          | P*              | P*             |                |
| Extractive Industry/Natural Resource Processing  | C*              |                |              |              |              |                    |                |                |                |                    |                |                 |          |                 | C*             |                |
| Landfill and Waste Processing Facility   |                 |                |              |              |              |                    |                |                |                |                    |                |                 |          |                 | C*             |                |
| AGRICULTURE  |                 |                |              |              |              |                    |                |                |                |                    |                |                 |          |                 |                |                |
| Agri-Tourism   | Р               |                |              |              |              |                    |                |                |                |                    |                |                 |          |                 |                |                |
| Agriculture – Light Processing   | Α               |                |              |              |              |                    |                |                |                |                    |                |                 |          | Р               | Р              |                |
| Agriculture – Heavy Processing   |                 |                |              |              |              |                    |                |                |                |                    |                |                 |          |                 | Р              |                |
| Farming – Light  | Р               | Α              | Α            | Α            | Α            | Α                  | Α              | Α              |                |                    |                |                 |          |                 |                | Р              |
| Farming – Commercial   | P*              |                |              |              |              |                    |                |                |                |                    |                |                 |          |                 |                |                |
| Farming – Homestead  | Α               | A*             | A*           | A*           |              |                    |                |                |                |                    |                |                 |          |                 |                |                |
| Riding Stables   | Р               |                |              |              |              |                    |                |                |                |                    |                |                 |          |                 |                |                |
| COMMUNICATIONS AND UTILITIES   |                 |                |              |              |              |                    |                |                |                |                    |                |                 |          |                 |                |                |
| Small cell and distributed antenna systems mounted or collocated on monopoles, utility poles, or street lights in the public rights-of-way   | P*              | P*             | P*           | P*           | P*           | P*                 | P*             | P*             | P*             | P*                 | P*             | P*              | P*       | P*              | P*             | P*             |
| poles, or street lights in the public rights-of-way  |                 |                |              |              |              |                    |                |                |                |                    |                |                 |          |                 |                |                |
| Communication facilities designed as an architecturally compatible element mounted or collocated on nonresidential buildings   | A*              | A*             | A*           | A*           | A*           | A*                 | A*             | A*             | A*             | A*                 | A*             | A*              | A*       | A*              | A*             | A*             |
| Communication facilities designed as an architecturally compatible element mounted or  | A*              | A*             | A*           | A*           | A*           |                    | A*             | A*             | A*             |                    | A*             | A*              | A*       | A*              | A*             | A*             |
| Communication facilities designed as an architecturally compatible element mounted or collocated on nonresidential buildings  Communication facilities designed as an architecturally compatible element mounted or  | A*              | A*             | A*           | A*           | A*           |                    |                | A*             |                |                    |                | A*              | A*       | A*              | A*             | A* C*          |
| Communication facilities designed as an architecturally compatible element mounted or collocated on nonresidential buildings  Communication facilities designed as an architecturally compatible element mounted or collocated on mixed use or live/work buildings   |                 |                |              |              |              | A*                 | A*             |                | A*             | A*                 | A*             |                 |          |                 |                |                |
| Communication facilities designed as an architecturally compatible element mounted or collocated on nonresidential buildings  Communication facilities designed as an architecturally compatible element mounted or collocated on mixed use or live/work buildings  New tower (not in the public rights-of-way)  Modification of an existing tower or base station that does not incur a substantial change to the tower or base station or that otherwise qualifies   | C*              | C*             | C*           | C*           | C*           | A*                 | A*             | C*             | A*             | A*                 | A*             | C*              | C*       | C*              | C*             | C*             |
| Communication facilities designed as an architecturally compatible element mounted or collocated on nonresidential buildings  Communication facilities designed as an architecturally compatible element mounted or collocated on mixed use or live/work buildings  New tower (not in the public rights-of-way)  Modification of an existing tower or base station that does not incur a substantial change to the tower or base station or that otherwise qualifies as an eligible facilities request   | C*              | C*             | C*           | C*           | C*           | A* C*              | A* C*          | C*             | A* C*          | A* C*              | A* C*          | C*              | C*       | C*              | C*             | C*<br>P*       |
| Communication facilities designed as an architecturally compatible element mounted or collocated on nonresidential buildings  Communication facilities designed as an architecturally compatible element mounted or collocated on mixed use or live/work buildings  New tower (not in the public rights-of-way)  Modification of an existing tower or base station that does not incur a substantial change to the tower or base station or that otherwise qualifies as an eligible facilities request  Wind Energy Conversion System – Small  | C* P*           | C*             | C*           | C*           | C*           | A* C*              | A* C*          | C*             | A* C*          | A* C*              | A* C*          | C*              | C*       | C*              | C* P*          | C* P*          |
| Communication facilities designed as an architecturally compatible element mounted or collocated on nonresidential buildings  Communication facilities designed as an architecturally compatible element mounted or collocated on mixed use or live/work buildings  New tower (not in the public rights-of-way)  Modification of an existing tower or base station that does not incur a substantial change to the tower or base station or that otherwise qualifies as an eligible facilities request  Wind Energy Conversion System – Small  Wind Energy Conversion System – Large   | C* P* C*        | C* P*          | P*           | C*           | C*           | A*  C*  P*         | A* C* P*       | C* P*          | A* C* P*       | A* C* P*           | A* C* P*       | C* P*           | C* P*    | C* P*           | C* C* C*       | C* P* C*       |
| Communication facilities designed as an architecturally compatible element mounted or collocated on nonresidential buildings  Communication facilities designed as an architecturally compatible element mounted or collocated on mixed use or live/work buildings  New tower (not in the public rights-of-way)  Modification of an existing tower or base station that does not incur a substantial change to the tower or base station or that otherwise qualifies as an eligible facilities request  Wind Energy Conversion System – Small  Wind Energy Conversion System – Large  Solar Collector – Roof Mounted                                   | C* P*  C* C* A* | C* P*  C*      | C* P*        | C* P*        | C* P*        | A*  C*  P*  A*     | A*  C*  P*  C* | C*  C*  A*     | A*  C*  P*  C* | A*  C*  P*  C*     | A*  C*  P*  C* | C* P*  C*       | C* P* C* | C* P*  C*       | C* C* C*       | C* P* C* C* A* |
| Communication facilities designed as an architecturally compatible element mounted or collocated on nonresidential buildings  Communication facilities designed as an architecturally compatible element mounted or collocated on mixed use or live/work buildings  New tower (not in the public rights-of-way)  Modification of an existing tower or base station that does not incur a substantial change to the tower or base station or that otherwise qualifies as an eligible facilities request  Wind Energy Conversion System – Small  Wind Energy Conversion System – Large  Solar Collector – Roof Mounted  Solar Collector – Ground Mounted | C* C* C* C* C*  | C*  P*  C*  A* | C* P*  A* C* | C* P*  A* C* | C* P*  A* C* | A*  C*  P*  C*  C* | A* C* P* C*    | C*  C*  A*  C* | A* C* P* C*    | A*  C*  P*  C*  A* | A* C* P* C*    | C* P* C*  A* C* | C* P* C* | C* P* C*  A* C* | C* C* C* C* C* | C* P* C* C* A* |

| Aviation Facilities                       | C* |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
|---|----|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Signs, Ancillary (See Sign Standards)     | Α  | Α | Α | Α | Α | Α | Α | Α | Α | Α | Α | Α | Α | Α | Α | Α |
| Signs, Principal Use (See Sign Standards) |    |   |   |   |   |   |   |   |   |   |   |   | Р | Р | Р |   |

The remainder of Section 17.05.030, Subsection A. shall remain unchanged.

<u>Section 2</u>: Title 17 of the Code of the City of Gardner Kansas, 2016, Section 17.05.030, Subsection B. shall be amended to read as follows:

**B.** Description of Uses. This subsection contains general descriptions associated with the use of land and buildings organized by categories and types, and enabled by zoning districts in Table 5-2. Where a proposed use is not generally listed or appears to meet the description of more than one use type, the Director shall make an interpretation on the most relatively equivalent described use considering (1) the similarity of the use in terms of scale, impact and operations to other described uses; (2) the typical building formats and site designs associated with the use from existing examples; and (3) the potential contribution of the use and typical formats to the intent of the zoning district. Any use that may not be interpreted as relatively equivalent to a use described in this section or the use table are not anticipated by these regulations and may only be allowed by a text amendment.

#### **RESIDENTIAL DWELLINGS**

The Residential Dwelling category is the principal use of land and buildings for dwelling units. The arrangement and extent of dwelling units depends on the zoning district, lot sizes and building types, arranged in the following types:

Household Living. Detached dwelling units in buildings designed and used for one household in a single, principal structure. For the purpose of this use, "household" includes up to eight disabled individuals with up to two resident care givers living as a group in a single dwelling, as defined by Kansas Statutes 12-736.

Multi-Unit Household Living. Buildings with two or more dwelling units, dependent on specific building types permitted in each district, where each is designed for occupancy by one household.

Group Care Home (Nine to 14 Residents). A single-unit residential building designed as a detached house but occupied by nine to 14 disabled residents as defined by Kansas Statutes 12-736, or other residents with common special needs, and up to two resident caregivers living as a group in a single home.

Congregate Living. Congregate Living is characterized by the residential occupancy of a structure by a group of people who do not meet the definition of "one household," but often share a common situation or facilities. Does not include residential care facilities or correctional facilities.

Manufactured/Mobile/Micro Home Community. A parcel of land planned and designed for multiple home sites for the placement of manufactured, mobile or other small homes, and used for the principal dwelling of households for long-term residency. Home sites may either be located on a single lot, owned through appropriate condominium procedures, or platted for individual ownership of each site under certain conditions.

Mixed Use (Apartment over Commercial/Service). A residential use in a building designed primarily for street level retail, service or employment uses, and where dwelling units are accommodated on upper stories, or otherwise separated from the principal commercial function of the building.

Accessory Dwelling. A dwelling unit, either in a detached accessory structure, or included within a principal structure, that is located on the same lot as a detached house and is incidental to the principal

use of the lot for a principal dwelling. Examples include a garage apartment, basement apartment or second level/attic apartment.

Accessory Home Occupation. A business, profession, service, or trade conducted for gain or support entirely within an owner occupied residential dwelling and/or its accessory structures, when such activities are clearly incidental or subordinate in use to the dwelling and may involve limited on-premises interaction with customers.

Live/Work. A residential building type designed with a single dwelling unit, but where an additional component of the structure is designed for a small-scale business function run by the occupant. Live/work units can either be detached structures or attached with common party walls with other live/work units similar to the row house configuration.

#### CIVIC/INSTITUTIONAL

The Civic/Institutional category is the use of land and buildings to serve public or community interest by enhancing the daily cultural, social, or recreation needs for residents and neighborhoods, whether by way of open and public citizenship, by property ownership or residency, or by membership affiliation. It includes the following types:

Assembly – Small. Places of public assembly designed and located to serve community or civic needs for residents of nearby neighborhood(s) with regular or periodic organized services or events, and typically designed for no more than 600 people at maximum occupancy. Examples include a neighborhood association club house, meeting hall, or small religious facility.

Assembly – Large. Places of public assembly designed and located to serve community or civic needs of a broad vicinity with regular or periodic organized services or events, and typically designed for 600 to 1,200 people. Examples include a community center, small event hall or large religious facility.

Assembly – Event Venue. Places of public assembly designed and located to serve community or civic needs of the City or region and typically designed for 1,200 or more. Examples include an auditorium, large event hall or major worship hall.

Cultural and Public Service. A civic use offering education, arts and cultural materials or attractions for the general public, including exhibits and events; or offering administrative, social, tourism, or charitable services to the general public. Examples include museums, libraries, charitable or philanthropic centers, tourist information centers, and similar uses.

School – Neighborhood. A small public or private institution for primary or secondary education and typically serving up to 600 students, primarily targeted to neighborhoods within one mile. Special purpose schools that have a larger target area but are designed and scaled to perform similarly to a neighborhood school may be included in this type.

School – Community. A large public or private institution for primary or secondary education and typically serving more than 600 students and targeted to the broad vicinity, including neighborhoods beyond one mile.

School – Regional. A public or private institution for post-secondary education, skills and trade instruction or job training, targeted to the region. Examples include colleges, universities, and vocational/technical schools.

Cemetery/Mausoleum. Land or building used for the burial of the deceased and dedicated for interment purposes, including both human and animals.

Open/Civic Space. Areas preserved as primarily open land, except for accessory structures, and designed to serve a specific urban design function for natural, ecological, aesthetic, recreational or formal

gathering purposes. (See GMC 17.04.020 and 17.08.020 for more specific types.)

Residential Care – Limited. A facility providing residential living, social programs and limited health care services for residents, where the social and healthcare services are accessory to the building(s) and site design emphasizing household living, where the social programs and health care services are limited accessory elements in terms of the function and extent, and where dedicated staff are present primarily during normal business hours. Examples include retirement village, independent living or assisted living communities.

Residential Care – General. A facility providing long term care, health services and residency, that admits residents on medical referral, and where medical, behavioral and rehabilitative care is necessary beyond normal business hours. Examples include nursing homes, hospice homes, or other similar care facilities.

Residential Care – Institutional. A facility offering short or long-term care for individuals residing on the site that need a high degree of services or monitoring, and where full time staff are present on the premises at all times, and where the building(s) and site design emphasize the institutional function, secondary to the residential accommodations. Examples include treatment centers, homeless shelters, or other facilities with a high intensity of care or supervision.

#### **RETAIL**

The Retail category is the use of land and buildings for the sale, lease or rental of products to the general public with frequent interaction of patrons or consumers on premises. The types of uses in this category are dependent on the size of gross leasable area per tenancy, where the smaller formats (Micro, Neighborhood and Small) are typically dependent on a target market of consumers within the neighborhood or one mile area, and where the larger formats (General, Large and Warehouse) are typically dependent on a target market beyond the one mile area.

Retail – Micro (under 1K). A small-scale retail use under 1,000 square feet.

Retail – Neighborhood (1K – 3K). A small-scale retail use at least 1,000 but less than 3,000 square feet.

Retail – Small (3K – 6K). A small-scale retail use at least 3,000 but less than 6,000 square feet.

Retail – General (6K – 20K). A retail use at least 6,000 but less than 20,000 square feet.

Retail – Large (20K – 100K). A large-scale retail use at least 20,000 but less than 100,000 square feet.

Retail – Warehouse (100K+). A large-scale retail use at least 100,000 square feet.

Grocery – Market (under 10K). A retail use selling food and produce or specialty food products for household consumption in a small-scale format under 10,000 square feet. Examples include a corner market, butcher shop, produce stand or similar food store.

Grocery – Store (10K – 45K). A retail use selling food, produce and other household products for household consumption in a small-scale format at least 10,000 but less than 45,000 square feet. Examples include a small grocery store that may serve as the anchor to a small-scale walkable center.

Grocery – Supermarket (45K+). A retail use selling food, produce and household products for household consumption in a large-scale format, at least 45,000 square feet. Examples include a large format grocery or supermarket, or a similar function housed within a larger warehouse retail store.

Outdoor Sales – Limited. A retail use involving the limited accessory display of merchandise on a sidewalk adjacent to an otherwise permitted nonresidential use. Examples include an ice machine, propane tank rentals, movie rentals, newspaper dispensers, etc.

Outdoor Sales – General. A retail use where the primary business is associated with merchandise that can only be displayed permanently and year round out of doors, or where the primary business maintains a permanent outdoor display area for rotations of seasonal merchandise to be displayed outdoors. Examples include a small-scale nursery, a lumber yard, farm store, or small machine or equipment sales or rental.

Outdoor Sales – Heavy. A retail use where the primary business is associated with large-scale equipment and merchandise that can only be displayed permanently and year round out of doors. Examples include a lot or yard for sales or rentals of motor vehicles, large equipment, boats or recreational vehicles, large machines or farm implements.

Convenience Store/Fuel Station – Limited (One to Four Fueling Stations). A retail use engaged in the sale of fuel and other convenience goods to the general public, and may include accessory repair or maintenance services. The use is limited to no more than four fueling stations and no more than three garage service bays. Examples include a small, neighborhood gas and service station.

Convenience Store/Fuel Station – General (Five to 12 Fueling Stations). A retail use engaged in the sale of fuel and other convenience goods to the general public, and may include accessory repair or maintenance services. The use is limited to no more than 12 fueling stations and no more than four garage service bays. Examples include a small convenience center or large gas station.

Convenience Store/Fuel Station – Heavy (13+ Fueling Stations). A retail use engaged in the sale of fuel and other convenience goods to the general public, and may include accessory repair or maintenance services. The use may include 13 or more fueling stations. Examples include large convenience stores, gas stations or truck stops and travel centers.

#### SERVICE AND EMPLOYMENT

The Service and Employment category is the use of land and buildings for businesses engaged in the exchange of professional and individual services. It includes the following types:

Animal Care – Kennel. A service use for the boarding of animals, where there are outside areas or facilities where more than four dogs are kept for purposes of breeding, boarding, or care.

Animal Care – General. A service use offering basic care for animals in an indoor setting, and which may include services offered outside of normal business hours. Examples include a small veterinary office, grooming service, animal hospital or rehabilitation facility.

Animal Care – Large. A service use offering full care for animals with activities taking place in large-scale indoor and/or outdoor facilities, and which may include services offered outside of normal business hours. Examples include large animal hospitals, kennels, animal adoption agencies or other similar facilities.

Day Care Center. A service use providing recreation, education and supervisory services for children or adults on a regular basis away from their primary residence, not including schools, in-home day care, or residential care facilities.

Food and Beverage – Accessory Drive-Through. A portion of a facility that relates to dispensing products or services to patrons who remain in vehicles. May include a window, driving lane, outside menu boards, and other interior or exterior features and equipment dedicated for this purpose.

Food and Beverage – Accessory Outdoor. A porch, patio, deck or other area of land used for seated dining which is not within the interior building walls of a restaurant or eatery.

Food and Beverage – General. A service use that prepares and sells food and beverages for on-premises consumption, and may include accessory off-premises consumption through carry-out or drive-through services, and may also include on-premises consumption of alcoholic beverages and/or accessory indoor

#### entertainment.

Food and Beverage – Heavy. A service use that prepares and sells food and beverages for on-premises consumption, but where alcohol sales are a majority of the sales and food services are subordinate to this function, or where entertainment events by tickets or cover charge, or other significant attractions are held during nighttime or evening business.

Food and Beverage – Mobile. A service use that utilizes any motorized or non-motorized vehicle, trailer, or other device designed to be portable and not permanently attached to the ground, for preparing and selling food and beverages for on- or off-premises consumption.

Funeral Home and Interment. A service use accommodating preparation and ceremony for the burial of the deceased.

Health Care – Small. A facility where a small group of physicians, dentists or other health care professionals offer limited medical services in an office setting during normal business hours.

Health Care – General. A facility where multiple groups of physicians, dentists or other health care professionals offer a range of services in a shared office setting primarily during normal business hours.

Health Care – Large. A large institution offering full-service, 24-hour, in-patient, out-patient and emergency health care services, including a wide range of accessory office, cafeteria and other uses that support the institutional setting.

Lodging. A service use by a licensed (where applicable) business providing accommodations for short-term overnight occupancy. This use type is broken into the following sub-classes based on scale and intensity:

Lodging – Bed and Breakfast (up to Five Rooms). A lodging use in a residential building type that has up to five guest rooms and a resident manager for accessory meals, operations and cleaning services.

Lodging – Short-Term Rental of Detached House. A lodging use in a residential building type where the dwelling is rented or sold for any term less than 30 consecutive days.

Lodging – Inn (up to 20 Rooms). A lodging use in a small commercial building that accommodates up to 20 rooms which may include limited accessory services such as a small restaurant or lounge.

Lodging – Small (up to 100 Rooms). A lodging use in a large commercial building or complex that accommodates up to 100 guest rooms, and may include accessory restaurant, lounge, or meeting room facilities.

Lodging – Large (More Than 100 Rooms). A lodging use in a large commercial building or complex designed for more than 100 guest rooms, as well as associated restaurant, event and conference services.

Office. An employment use focusing on the administrative and management aspects of business or professional services, typically do not have a high rate of exchange with general public, consumers, or patrons, but may involve regular interaction with clients or other business activities. This use type is broken into the following sub-classes based on scale and intensity:

Office – Limited (under 10K). An office use where the total gross leasable area is less than 10,000 square feet.

Office – General (10K – 40K). An office use where the total gross leasable area is at least 10,000 but less than 40,000 square feet, and may include more than one building.

Office – Large/Complex (40K+). An office use where the total gross leasable area is at least 40,000 square feet, or involves more than one building in a complex.

Pawn Shops/Short-Term Loan and Check Cashing. A service use engaged in the business of lending money on the security of pledged goods, purchasing goods on the condition that they may be repurchased, or offering loans for periods of 30 days or less intended to coincide with a period of one or more paydays of the borrower.

Personal Services. A service use providing professional or individual services and where frequent interaction with the general public, consumers or patrons occurs on the premises. This use type is broken into the following sub-classes based on scale and intensity:

Personal Services – Limited (under 3K). A personal service use where the gross leasable area is under 3,000 square feet. Examples include a neighborhood barber shop or hair salon, a small professional office (lawyer, accountant, or travel agent), small bank, dry cleaners or tailor.

Personal Services – General (3K – 10K). A service use where the gross leasable area is at least 3,000 and less than 10,000 square feet. Examples include a large spa or beauty complex, tattoo shop, a copy center, large post office or mail center, or laundromat.

Personal Services – Heavy/Business Services (10K+). A service use where the gross leasable area is 10,000 square feet or more. Examples include a large bank, equipment repair shop, or other service for consumers or other businesses that requires larger spaces.

Personal Storage – Indoor. A service use where individual units accessed from inside of a building are offered for rent or lease for the storage of personal property.

Personal Storage – Outdoor. A service use where individual units accessed from outside of a building are offered for rent or lease for the storage of personal property.

Recreation/Entertainment – Indoor. A service use providing daily or regularly scheduled activities for entertainment, instruction or exercise inside a building and open to the general public or through membership. This use type is broken into the following sub-classes based on scale and intensity:

Recreation/Entertainment – Indoor Minor (under 10K). Indoor recreation that involves a building less than 10,000 square feet. Examples include a small bowling alley, fitness club, billiard hall, martial arts center, yoga studio, or dance studio.

Recreation/Entertainment – Indoor Major (10K+). Indoor recreation that involves a building 10,000 square feet or more. Examples include a large bowling alley, sports and recreation center, theater complex, large health club, or shooting range.

Recreation/Entertainment – Outdoor. A service use providing daily or regularly scheduled activities for entertainment, recreation or exercise outside and open to the general public or through membership. This use includes accessory buildings for the transaction of business and accessory indoor services. This type is broken into Major and Minor based on the scale and intensity of the use.

Recreation/Entertainment – Outdoor Minor. Examples include driving range, miniature golf, golf course, swimming pool, tennis, batting cage, small band shell or amphitheater.

Recreation/Entertainment – Outdoor Major. Examples include theme park, water park, fairground, zoo, drive-in theater, shooting range, skeet and trap range, racetrack.

Recreation – RV Park/Campground. A service use providing overnight accommodations within a large open area for recreational purposes.

Temporary Use. A use established for a limited and fixed period of time, and upon its discontinuance no structures, facilities or other impacts on the site remain and the site is otherwise restored to its preuse condition. Examples include short-term events such as festivals, carnivals, or art exhibits; seasonal sales such as farm produce, Christmas tree stands, or pumpkin sales; general merchandise outdoor sales stands such as flower stands, arts and crafts sales, or other general merchandise.

Vehicle/Equipment Service and Repair – Limited. A service use engaged in motor vehicle maintenance and repair services, and accessory retail sale of supplies and accessories, but limited to small-scale operations that involve no more than three vehicle service bays, and where all work and storage of equipment and supplies occurs indoors, and where on-site or overnight storage of vehicles is limited to no more than eight cars on the lot. Examples include a small neighborhood mechanic shop, lubricant center, tire store, auto glass installation or audio or alarm installation.

Vehicle/Equipment Service and Repair – General. A service use engaged in equipment and motor vehicle maintenance and repair services, and accessory retail sale of supplies and accessories, which involves four or more vehicle service bays, where all work and storage of equipment and supplies occurs indoors, but where on-site or overnight storage of vehicles may involve nine or more cars on the lot. Examples include large mechanic shop, lubricant center, tire store, auto glass installation or audio or alarm installation or an auto body shop where the likelihood of overnight storage, outdoor storage and overnight or multiday drop off is more likely.

Vehicle/Equipment Service and Repair – Heavy. A service use engaged in the maintenance and repair of motor vehicles, commercial vehicles or heavy equipment, and accessory retail sale of supplies and accessories, that is likely to involve larger outdoor storage areas for vehicles and supplies, and where larger multi-bay garages or warehouses are needed to conduct services.

#### **INDUSTRIAL**

The Industrial category is the use of land and buildings engaged in the production, processing, storage or distribution of goods with potential impacts beyond the site due to the types of activities, the physical needs of the site or facility, the types of materials used, or the delivery and access operations, and which in typical formats and operations may not be compatible with other business uses. It includes the following types:

Manufacturing – Limited/Artisan. A small-scale industrial use where activities produce little or no byproducts such as smoke, odor, dust or noise discernable from outside of the building, where deliveries and distributions are made by general consumer delivery services requiring no special large truck access, and where products are made available to the general public. Uses typically occupy buildings or spaces under 10,000 square feet of gross leasable area. Examples include an artists' studio, small wood or metal shop, craft manufacturing, small bakery or microbrewery, or other similar small-scale assembly of finished products.

Manufacturing – Light. An industrial use where little or no byproducts such as smoke, odor, dust or noise are discernable from outside of the building, and where distribution and delivery needs occur through light to moderate commercial truck access. Examples include research labs or facilities, small equipment or commodity assembly, warehousing or wholesaling of consumer products, commercial bakery, nonretail laundry services, or similar businesses that provide products for support of other businesses.

Manufacturing – General. An industrial use where byproducts such as noise, dust, smoke or odor are produced, but are mitigated to limit impacts beyond the property boundary. Outside storage and activities may be necessary, and distribution and delivery needs involve frequent or large truck access. Examples include large-scale manufacturing or fabrication plants, food production and manufacturing plants, metal fabrication plants, chemical laboratories or other similar high-intensity manufacturing or distribution operations.

Manufacturing – Heavy. An industrial use capable of producing significant byproducts such as noise,

dust, smoke or odor beyond the building or site, or where hazardous materials may be stored, used or produced as a typical part of the business, and distribution involves heavy truck, freight and machinery access. Examples include chemical, wood or metal storage and production, pressing and dying plants, asphalt or cement production, animal processing or other heavy or hazardous manufacturing operations.

Freight and Distribution – Light. An industrial logistics use involved in the storage, order processing and distribution of consumer products where all operations occur indoors, and where delivery and distribution occur through commercial truck access. Examples include distribution centers, warehouses, moving and storage operations, cold storage, parcel services and similar uses.

Freight and Distribution – Heavy. An industrial logistics use involved in the storage, order processing and distribution of business products or raw materials where operations may involve outdoor activities, and where delivery and distribution occur through large truck, freight or heavy equipment access. Examples include freight terminals, fleet vehicle terminals, bulk material storage and distribution, cargo container facilities, and similar uses.

Commercial Storage – Indoor. Storage of consumer products or small-scale commercial products inside a building. Examples include mini-warehouses where all storage areas including those leased or rented to individual customers are accessed from inside the principal building.

Commercial Storage – Outdoor Minor. Storage of consumer products or small-scale commercial equipment which may be associated with a wholesale, service or industrial use on an outdoor lot. Examples include a contractor's yard or similar small-scale storage lot or facility.

Commercial Storage – Outdoor Major. Storage of commercial products or large-scale machinery which may be associated with a wholesale, service or industrial use on an outdoor lot. Examples include boat or RV storage, towing service storage yard, or similar large-scale storage lot or facility.

Extractive Industry/Natural Resource Processing. The growth, harvesting, and preparation of byproducts of land (other than agriculture) for distribution and sale as a raw material in some other manufacturing process, where the growth and harvesting involves outdoor machinery operation or outdoor storage. Examples include a quarry, mining operation, oil or gas well, or wood storage yard.

Landfill and Waste Processing Facility. An area dedicated to the storage, processing, treatment and distribution of waste products. Examples include scrap or salvage yards, transfer stations, and other similar uses.

#### **AGRICULTURE**

The Agriculture category is for the use of land and buildings in the production of food, fiber or raw materials raised and harvested on large land areas in a rural or open setting.

Agri-Tourism. The accessory use of a commercial farm for special events or retail activities in typical agricultural structures or settings.

Agriculture – Light Processing. The storage, processing and distribution of farm products produced onsite where only small-scale facilities are necessary.

Agriculture – Heavy Processing. The aggregation, storage, processing and distribution of farm products. Examples include grain elevators, livestock auction yard, stockyard or rendering plant.

Farming – Light. The primary use of land for small-scale production of field crops or horticulture for food, where only small-scale accessory storage facilities and light machinery are necessary. Examples include a community garden, greenhouse, or other small productive edible landscape area.

Farming - Commercial. The primary use of land for commercial production of field crops for food or raw

materials in other agriculture operations; the raising or breeding of livestock, poultry, fish or other animals for food or use of their byproducts in agriculture operations; plant production such as nursery, orchard, vineyard.

Farming – Homestead. The accessory use of residential property for the production of crops or horticulture for food, and which may include the limited keeping of animals, where the principal residence of the owner or operator is on the premises and where the activities and equipment used results in impacts similar to typical residential activities.

Riding Stables. A facility for the boarding and riding of horses, including either general commercial and recreational purposes, or private purposes for horse owners.

#### **COMMUNICATIONS AND UTILITIES**

The Communications and Utilities category is for buildings, structures, or other physical improvements that provide essential public services or support the communication / distribution of information.

Communication Facilities for Wireless Services. Any structure or device used to collect or transmit electromagnetic waves for the provision of commercial wireless services, including all accessory equipment, facilities and support structures, and including all buildings used as a support structure. Such services include specialized mobile radio (SMR), personal communications services (PCS), commercial satellite services, microwave services, radio, television, and any commercial wireless service not licensed by the Federal Communications Commission. For more specific definitions and applicable site, development, building and design standards, see Chapter 17.11 GMC.

Wind Energy Conversion System – Small. Any structure or mechanical equipment used to collect, store and transmit energy from wind that is comparable in height and generally accessory to the buildings and site, including all accessory equipment.

Wind Energy Conversion System – Large. Any structure or mechanical equipment used to collect, store and transmit energy from wind that is large-scale and intended for production and use of energy other than on the specific site, including all accessory equipment.

Solar Collector. Any structure, mechanical equipment, or building material used to collect, store or transmit energy from sunlight, including all accessory equipment.

Public Utility Facility – Minor. Utility services of a local nature, including electrical switching facilities and substations, water tanks, and similar facilities to provide the local area with electricity, water, and other utility services. May include Office – Limited in districts where that use is permitted as indicated in Table 5-2.

Public Utility Facility – Major. Utility services of a regional nature, including generating plants, electrical switching facilities and primary substations, water and wastewater treatment plants, and similar facilities to provide the general public with electricity, natural gas, steam, water, sewage collection, or other similar service. May include General Office or Large Office where those uses are permitted as indicated in Table 5-2.

Aviation Facilities. Any area of land or water designed, set aside, or used for the landing and take-off of aircraft, including all necessary facilities for the housing and maintenance of aircraft or other accessory airport activities. (Ord. 2695 § 11; Ord. 2650 § 1; Ord. 2584 § 1; Ord. 2550 § 1; Ord. 2546 § 1; Ord. 2518 § 2 (LDC § 5.03))

Signs, Ancillary – Signs associated and supporting a principal or another accessory use located on the same property.

Signs, Principal Use - Signs that are not associated with another principal or accessory use located on the same property.

#### Section 3: Title 17 of the Code of the City of Gardner Kansas, 2016, Section 17.10.040, shall be amended to read as follows:

#### 17.10.040 Sign Allowances

The following sign allowances apply to zoning districts or groups of zoning districts as the basic standard. Other restrictions in this section, or other regulations, may operate to further reduce the basic sign allowances within each zoning district.

A. Ancillary Signs. Signs supporting a principal or accessory use located on the same property are subject to the allowances in Table 10-2.

| Table 10-2: Ancillary Sign Allowances |   |   |   |  |  |  |  |
|---------------------------------------|---|---|---|--|--|--|--|
|                                       | Residential, Agriculture and REC Districts  | C-O, CO-A and C-1   | C-2, C-3, M-1 and M-2   |  |  |  |  |
| Wall Signs                            | For permitted principal nonresidential or multi-family uses:  • Number – 2 signs per facade  • Total Area Allowance – 5% of facade area maximum  • Size – 24 s.f. per sign maximum  | <ul> <li>Number – 1 sign per tenant with exterior entrance (multi-tenant building); otherwise 3 signs per facade maximum</li> <li>Total Area Allowance – 1.5 s.f. per each 1 linear foot of building frontage</li> <li>Size – 32 s.f. per sign maximum</li> </ul> | <ul> <li>Number – 2 signs per tenant with exterior entrance (multi-tenant building); otherwise 4 signs per facade maximum</li> <li>Total Area Allowance – 10% of facade area maximum</li> </ul>   |  |  |  |  |
| Freestanding<br>Signs                 | For permitted nonresidential uses, or any residential project over 5 acres:  • Number – 1 monument sign per street frontage for nonresidential uses OR per entrance for residential projects over 5 acres  • Size – 24 s.f. per sign maximum at the minimum of 10' from property line; additional 8 s.f. per each additional 10' setback, to maximum of 48 s.f. per sign  • Height – Monument design required; 6' high maximum Exception: Any residential project more than 10 acres may allocate this allowance into multiple signs, 8 s.f. or less, provided it is part of a streetscape plan/public amenity program with signs integrated into streetscape structures in common areas at intersections throughout neighborhoods. | Number – 1 sign per lot     Size – 25 s.f. per sign maximum     Height –     Monument design required; 6' high maximum     Setback – 10' minimum setback from all right-of-way and lot lines  | <ul> <li>Number – 1 sign per each 200' of street frontage; maximum of 3 signs per lot</li> <li>Separation – At least 100' between signs</li> <li>Total Area Allowance – 1 s.f. per each 2 linear feet of street frontage</li> <li>Size – 25 s.f. per sign maximum at the minimum of 10' from property line; additional 10 s.f. per each additional 5' setback, to maximum of 65 s.f. per sign</li> <li>Height – Monument design required; 6' high maximum; and an additional 2' in height for each additional 5' setback up to 15' maximum height</li> <li>Setback – 10' minimum setback from all right-of-way and lot lines</li> </ul> |  |  |  |  |

Table 10-2: Ancillary Sign Allowances

|                         | Residential, Agriculture and REC<br>Districts  | C-O, CO-A and C-1  | C-2, C-3, M-1 and M-2  |
|-------------------------|--|--|--|
|                         |  |  | Exception: Signs within 1,000' of the interstate may be pole signs up to 75' high maximum, and up to 300 s.f., per sign maximum if used in lieu of one other wall or freestanding sign.  |
| Temporary<br>Signs      | <ul> <li>Freestanding:</li> <li>Total Area Allowance – 1 s.f. per each 5 linear feet of street frontage</li> <li>Size – 9 s.f. per sign maximum; 24 s.f. for lots 5 acres or more</li> <li>Height – 6' high maximum</li> <li>Separation – At least 25' between signs</li> <li>Wall:</li> <li>Number – 2 signs per facade</li> <li>Total Area Allowance – 5% of facade area maximum</li> <li>Size – 8 s.f. per sign maximum</li> <li>Total combined display time 90 days per calendar year per lot Exemption from permit: 4 s.f. per sign maximum, but still counts to total area allowance and must meet all other temporary standards.</li> </ul> | feet of street frontage  Size – 32 s.f. per  Height – 6' high m way and within 10' of greater than 10' from additional 2' in height up to 15' maximum h  Separation – At le  Wall:  Number – 2 signs  Total Area Allowa maximum  Size – 32 s.f. per  Total combined di calendar year per lot Exemption from perm but still counts to tota meet all other tempor Exception: Temporar limits if it is in place o allow for a new busin | sign maximum haximum within the right-of- the right-of-way; if setback is the right-of-way, an for each additional 5' setback eight hast 70' between signs  per facade nce – 5% of facade area  sign maximum splay time 90 days per  nit: 4 s.f. per sign maximum, I area allowance and must rary standards. y signs may exceed these f any other permitted sign to ess during an interim period s, and subject to all other |
| Pedestrian<br>Sign      | For permitted nonresidential use:  • Number – 1 sign per each public entrance  • Height – 6' high maximum and within 30' of entrance if mounted on the ground  • Size – 6 s.f. per sign maximum  | building entrance; 8 s within 20 feet of entra • Number and Size feet of building fronta Exemption: Portable pedestrian sign mour into the right-of-way a prohibition in C-1 dist designed to Activity S   | – 1 sign per each 25 linear<br>ge; 6 s.f. per sign maximum<br>pedestrian signs or any<br>nted on a building that projects<br>are exempt from right-of-way<br>crict AND on any street<br>Street specs per subdivision<br>rtable pedestrian signs shall  |
| Internal<br>Ground Sign | Not applicable   | <ul><li>Size – 4 s.f. per si</li><li>sign for lots or parcel</li></ul>   | per each 5,000 square feet of<br>gn maximum; up to 12 s.f. per<br>s over 5 acres and if set back<br>ic right-of-way or lot lines   |

**Table 10-2: Ancillary Sign Allowances** 

| Residential, Agriculture and REC Districts | C-O, CO-A and C-1   |
|--|---|
|  | Height – 3' high maximum; up to 5' high maximum for signs on lots or parcels over 5 acres and if set back at least 50' from the right-of-way or lot lines |

(Ord. 2584 § 1; Ord. 2518 § 2 (LDC § 10.04))

B. **Principal Use Signs.** Signs are a principal use of property when the sign is not considered to be ancillary to another principal or accessory use on the same property and are subject to the allowances in Table 10-3 and the standards listed below.

Table 10-3: Principal Use Sign Allowances

|                    | Residential,<br>Agriculture and<br>REC Districts | C-O, CO-A, C-1<br>and C-2 | C-3, M-1 and M-2   |
|--------------------|--|---------------------------|--|
| Freestanding Signs | Not Allowed                                      | Not Allowed               | <ul> <li>Location – on parcels abutting the I-35 right-of-way only; not allowed adjacent to an I-35 on-ramp or off-ramp for the extended distance of 500 feet prior to the beginning of the deceleration lane or 500 feet beyond the end of the acceleration lane of I-35 on / off ramps</li> <li>Vehicular Access – must be provided from the nearest public road right-of-way (other than I-35) and constructed with a dust free surface to a standard that accommodates emergency vehicle access to the sign location.</li> <li>Separation –         <ul> <li>For non-electronic / digital / LED signs 600 feet of separation distance from any other principal use sign located on either side of I-35 as measured along the centerline of the I-35 right-of-way from a point opposite any edge of a principal use sign and perpendicular to the centerline of I-35</li> <li>For electronic / digital / LED signs 1000 feet of separation distance from any other principal use sign located on either side of I-35 as measured along the centerline of the I-35 right-of-way from a point opposite any edge of a principal use sign and perpendicular to the centerline of I-35</li> <li>Total Area Allowance – 750 total square feet of sign display area facing the same direction</li> <li>Size – Height of sign face 15 feet or less; Width of sign face 50 feet or less</li> <li>Height – Overall height 30 feet or less; Conditional Use Permit required for heights</li> </ul> </li> </ul> |

Table 10-3: Principal Use Sign Allowances

| Residential,<br>Agriculture and<br>REC Districts | C-O, CO-A, C-1<br>and C-2 | C-3, M-1 and M-2  |
|--|---------------------------|---|
|  |                           | greater than 30 feet up to 50 feet and for vertical stacking of signs • Setback - 15 feet from the I-35 right-of-way; For non-electronic / digital / LED signs 500 feet from any residentially zoned property; For electronic / digital / LED signs 1000 feet from any residentially zoned property |

Standards Applicable to Principal Use Signs (in addition to other sections of the Gardner Land Development Code)

- 1. Sign Type
  - a. Monument subject to the standards identified in Section 17.10.060 A of the Gardner Land Development Code.
  - b. Pole subject to the standards identified in Section 17.10.060 F of the Gardner Land Development Code.
- 2. Lighting
  - a. No flashing, intermittent or moving lights
  - b. Direct / Indirect lighting sources shall be shielded in a manner that directs light to the sign face only, prevents the light source from being visible when looking at the sign and prevents glare.
  - c. Electronic / Digital / LED signs must display a static image for a minimum of 10 seconds between changes in display and no more than two seconds for transitions. No scrolling, flashing or animated transitions shall occur. Automatic dimming controls shall limit the illumination to no more than 500 nits at the sign surface at night or during low light times, and no more than 5,000 nits at the brightest daylight period.
- 3. Construction / Maintenance
  - a. An initial building / sign permit is required and plans provided with applications for permitting such sign shall be certified by a licensed engineer registered in the State of Kansas.
  - b. Construction shall be in accordance with industry-wide standards and the adopted building regulations of the City of Gardner.
  - c. Maintenance activities shall ensure that the sign is structurally sound and in good condition and that the property is maintained in compliance with the adopted regulations of the City of Gardner.
  - d. Sign permits for such signs shall be renewed every 5 years though the filing of a sign permit renewal application and a certified inspection report provided by a licensed engineer registered in the State of Kansas verifying the sign is structurally sound and in good condition.
- 4. Conditional Use Permit (CUP) Required principal use sign applications with the following characteristics are subject to the CUP review and approval process outlined in Section 17.03.050 of Title 17 Land Development Code of the Gardner Municipal Code:
  - a. Height above 30 feet to 50 feet maximum
  - b. Vertical stacked signs
- 5. The sign shall be subject to meeting all other applicable state and federal regulations, including but not limited to the Kansas Highway Beautification Highway Advertising Control Act of 1972, K.S.A. 68-2231 et seq., as amended, and the United States Highway Beautification Act of 1965, 23 U.S.C. 133, as amended. Each sign shall be permitted by the State of Kansas in accordance with K.S.A. 68-2236, as amended. In the event that an application for placement of a principal use sign is made prior to the applicant obtaining a permit from the State, any approval shall be conditioned upon the applicant subsequently obtaining a State permit.

<u>Section 4</u>: Title 17 of the Code of the City of Gardner Kansas, 2016, Section 17.10.050, shall be amended to read as follows:

#### 17.10.050 Standards Applicable to All Signs

- A. No sign shall be attached to any public utility pole or shall be installed within the right-of-way of a public road or street, except as permitted by the applicable road authority or where specifically exempt from the right-of-way prohibition by this chapter.
- B. No sign shall be erected without the property owner's permission.
- C. No sign shall imitate or resemble government signs for traffic direction or any other public safety symbol.
- D. No sign shall be placed in any sight triangle applicable to public streets, internal access streets, or driveway access points using the sight distance provisions of GMC 17.04.010(D).
- E. No sign shall be placed on any vehicle or trailer, when such vehicle or trailer is placed or parked visible from the right-of-way, and the primary purpose of the sign is to deviate from the standards or criteria of this chapter.
- F. No sign attached to any building shall extend vertically above the highest portion of the roof line or parapet, whichever is less.
- G. Any sign projecting over a walkway or other active area in front of a building or other active area where people may walk shall maintain at least eight-foot vertical clearance.
- H. No sign shall include balloons, streamers, pennants or other air-activated elements and animated elements, whether animated by mechanical, electrical, or environmental means, except as authorized through any temporary use or special event permit. This limit shall not apply to pedestrian signs, provided any animated element shall apply to the overall pedestrian sign allowances.
- I. Any illumination shall be designed to eliminate negative impacts on surrounding rights-of-way and properties. The light from an illuminated sign shall not flash or oscillate, or create a negative impact on residential uses in direct line-of-sight to the sign.
- J. External light sources shall be directed and shielded to limit direct illumination of any object other than the sign.

**Section 8:** All other provisions of Article 17 of the Gardner Municipal Code which are not specifically amended as provided for herein shall continue in force and effect.

<u>Section</u> 9: All other ordinances not in conformity herewith are hereby repealed or amended to conform hereto.

**Section 10:** This ordinance shall take effect and be in force from and after its passage, approval, and publication as provided by law.

The remainder of this page left intentionally blank.

PASSED by the City Council this 15th day of November, 2021.

APPROVED by the Mayor this 15th day of November, 2021.

| (SEAL)                      | CITY OF GARDNER, KANSAS |
|-----------------------------|-------------------------|
|                             | Steve Shute, Mayor      |
| Attest:                     |                         |
| Sharon Rose, City Clerk     |                         |
| Approved as to form:        |                         |
| Ryan B. Denk, City Attorney |                         |

#### PLANNING COMMISSION MEETING: SEPTEMBER 27, 2021 MINUTES EXCERPT

## 2. GARDNER LAND DEVELOPMENT CODE AMENDMENT-OFF SITE SIGNAGE (PUBLIC HEARING)

#### **STAFF PRESENTATION**

Dave Knopick, Community Development Director presented the information in the staff report for the proposed code amendments. Periodically the Governing Body or Planning Commission or staff, through the activities associated with the administration of Title 17 Land Development Code (LDC) of the Gardner Municipal Code, may identify the need to make text amendments to the LDC. The process was initiated by the governing body on June 7, 2021, and introduced to the Planning Commission on August 23, 2021. The city attorney has conducted a review and revisions have been made and incorporated into the draft proposed. The City of Gardner can be more restrictive but not less restrictive than state regulations but can be less or more restrictive than Johnson County standards. An outline of the proposed amendments are as follows:

## Chapter 17.10 Sign Standards Principal Use Signs

- Allowed in C-2/ C-3/ M-1/ M-2 districts
- Allowed on property abutting/adjacent to I-35
- Not allowed along interchange ramps; acceleration/deceleration lanes; or for 500 ft beyond such lanes
- Vehicular access must be provided from the nearest roadway other than I-35
- Maximum number 1 per parcel
- Separation between principal use signs
  - 600 feet for non-electric / digital LED signs
  - 1000 feet for electric / digital / LED signs
  - Measure along the I-35 centerline
- Total Display Area- 750 square feet
- Maximum Dimensions- 15 feet high and 50 feet wide
- Maximum Height- 30 feet
- Setbacks
  - 50 feet from I-35 right-of-way
  - 500 feet from property zoned residential for non-electric /digital / LED signs
- Type- Monument or Pole
- Liahtina
  - No flashing, intermittent, or moving lights
  - Direct / Indirect lighting sources shall be shielded in a manner that directs light to the sign face only, prevents the light source from being visible when looking at the sign, and prevents glare.
  - Electronic / Digital / LED signs must display a static image for a minimum of 10 seconds between changes in display and no more than two seconds for transitions. No scrolling, flashing or animated transitions shall occur. Automatic dimming controls shall limit the illumination to no more than 500 nits at the sign surface at night or during low light times, and no more than 5,000 nits at the brightest daylight period.
- Construction / Maintenance
  - An initial building/sign permit is required and plans provided with applications for permitting such sign shall be certified by a licensed engineer registered in the State of Kansas.
  - Construction shall be in accordance with industry-wide standards and the adopted building regulations of the City of Gardner.

#### PLANNING COMMISSION MEETING: SEPTEMBER 27, 2021 MINUTES EXCERPT

- Maintenance activities shall ensure that the sign is structurally sound and in good condition and that the property is maintained in compliance with the adopted regulations of the City of Gardner.
- Sign permits for such signs shall be renewed every 5 years through the filing of a sign permit renewal application and a certified inspection report provided by a licensed engineer registered in the State of Kansas verifying the sign is structurally sound and in good condition.
- Subject to all other applicable state/federal regulations
- Removal of 17.10.050 K. Standards Applicable to All Signs

Any sign with a business message shall be located on the site of the business activity.

Staff recommendation is to conduct a public hearing, discuss proposed amendments and make a recommendation to the Governing Body. Motion options are as follows:

#### **PUBLIC HEARING**

Lynn Baker, L & J Development, LLC presented a letter to the planning commission members and vocalized his concerns with the proposed amendments. Mr. Baker does not agree with allowing only 1 sign per parcel of land considering he owns 82 acres alongside I-35. He believes the distance between signs should govern the sign count. He also stated that the 30-foot maximum height is too restrictive and signs could be obstructed by the trees. Mr. Baker also would like to donate some of the lands to the city to construct a Welcome to Gardner monument sign on the highway exit. Mr. Baker stated his appreciation for the staff's work and the consideration of the planning commission as well.

Jason Camis, Chamber of Commerce expressed his concerns with limitations being proposed as well. A standard of 50 feet for billboards would provide a better range of view on I-35 and a distance limitation would better suit landowners and businesses. He would request that the setback rule be enforced on a case-by-case basis depending on the surrounding land development and trees that may be able to be saved. He has reached out to developers and owners in the community that would like to see more billboards allowed that would present the opportunity to promote local business.

Fred Wingert, Wingert Billboard Company said he had received requests from business owners about revising billboard statues and his company is receiving more requests for business as well. He presented several letters to the commissioners from people who are requesting consideration to the topic. He said that he agrees with the proposed amendments except for 3 things. The number of signs per parcel, overall height, and setback being 50 feet from the highway. The state of Kansas or Johnson County does not have such tight restrictions and the possible proliferation of billboards would be addressed by the requirement of 600 and/or feet between signs. The proposed amendments are 40% less in height than the State which allows 50 feet. The proposed 50 feet minimum setback would place a burden on landowners who will not want a sign in the middle of their property and take away commercial and industrial land from future use. He asked the commissioners to consider the amendments but not implement the restrictions of the number of signs per parcel, reduce the setback and increase sign height to 50 feet.

Motion made to close the public hearing by Commissioner McNeer and seconded by Commissioner Hansen.

Motion passed 6-0.

#### PLANNING COMMISSION MEETING: SEPTEMBER 27, 2021 MINUTES EXCERPT

#### **COMMISSION DISCUSSION**

Commissioner Ham stated her concern for the growing population buying homes in Gardner and being sure that billboards would not hinder the trail system. She would like to see the difference between 30 and 50-foot signs.

Mr. Knopick indicated that the Hampton Inn is approximately 62 feet tall and could be used as a reference when considering a 50 foot high sign. He believes the height can be flexible as long as we are sensitive to residential areas.

Commissioner Hansen said it made sense to him to require the separation distance rather than 1 sign per parcel.

Mr. Knopick agreed that it could be removed after hearing the comments in the public hearing. Commissioner McNeer asked if reducing visibility with 30-foot signs and increased 50-foot setback would create any safety concerns.

Mr. Wingert says there is no question the signs are easier to read at 50 feet and closer to the highway but there is no data to prove they are unsafe.

Commissioner Jueneman asked if there is any differentiation in the proposed amendments in setbacks for digital signs.

Mr. Knopick said there is not and also clarified that there is room to give on the proposed setback of 50 feet. The intention is to be consistent with the Johnson County standards but staff wouldn't be opposed to the 15 feet setback. The only concern is any potential for expansion work in the right-of-ways.

Mr. Jueneman commented he drives a lot for work and noticed a spot in MO along I-29 that had many signs and stated his preference of farmland as opposed to billboards.

Commissioner Cooper asked approximately how many signs could be erected along I-35 in Gardner within the zoning restrictions.

Mr. Wingert said there seem to be only 3 potential locations.

Mr. Knopick agreed with that number but would need to be verified with field measurements and applicable zoning.

Chairman Boden commented that a great deal of information has been presented and would like some more time to make solid decisions on creating new code. He tends to favor the property owner's right to decide and thinks the proposed amendments are restrictive.

Mr. Baker commented that his property has red cedars about 30 ft from the highway and would hate to have to cut the trees for sign placement.

After hearing the discussion, Mr. Knopick stated he is comfortable removing the 1 sign per parcel and changing the setback to 15 feet instead of 50 feet. He recommended that we consider requiring a conditional use permit when a sign is to exceed 30 feet in height as a way to review the context and potentially approve on a case-by-case basis. It would provide a way to take topography and possible future development into account.

Commissioner McNeer asked if it would be reasonable to table the issue until the next meeting. Mr. Knopick said he would be able to prepare something for the next meeting.

Commissioner Ham asked if there were requirements for landscaping around pole signs.

Mr. Knopick stated there are currently requirements for landscaping around monument and pole signs and those would be applicable to principal use signs.

Motion made to table the item until October 25, 2021, by Commissioner McNeer and seconded by Commissioner Ham.

Motion passed 6-0.

Recording of the meeting can be found at: <a href="https://www.youtube.com/watch?v=67xA33iEzfc&t=3487s">https://www.youtube.com/watch?v=67xA33iEzfc&t=3487s</a>

#### REQUESTED CHANGES TO PROPOSED REGULATIONS:

- 10. Principal use sign dimensions and setbacks:
  - a. Number of principal use signs per parcel 1
    - The state of Kansas has no such restriction on signs per parcel.
    - Johnson County has no such restriction on signs per parcel.
    - This is addressed by requiring 600 feet and/or 1,000 feet between signs.
    - Lack of fairness to those that own more frontage.
    - Request to delete.
  - e. Overall height 30 feet maximum
    - 40% more restrictive than the State of Kansas.
    - State of Kansas allows 50 feet.
    - Signs can't be seen from highway if they are 30 feet tall.
    - Request change to 50 feet maximum height.
  - f. Setback from I-35 right-of-way 50 feet minimum
    - The state of Kansas requires no minimum set-back from right of way.
    - This is a huge burden on landowners who will not want a sign in the middle of their property.
    - Restriction takes away value commercial and industrial land from future use.
    - Request to change to 15 feet set-back as was proposed in the August Planning Commission Meeting, Monday August 23, 2021

# L & J DEVELOPMENT, LLC Lynn Baker, Cell 913-486-2555 23173 OLD KC RD, SPRING HILL, KS 66083

Monday September 27, 2021

Scott Boden, Chair Mia Ham Eric Hansen Austin Jueneman Adrianna Meder Steve McNeer Stacy Cooper

Dear Planning Commission Members:

Thank you for your service to Gardner. In August 2019, we agreed to have the 82 acres of development land we own and operate at 199th and I-35 annexed into the City of Gardner. We are working on various proposals to develop this property. Our development is one of the largest single tracts of land to be developed with frontage on I-35 in the City of Gardner. We appreciate the ongoing relationship we have with the City Manager, the City Planning Department, the Planning Commission, and the City Council.

I have reviewed the new proposed billboard regulations posted September 27, 2021 Gardner Planning Meeting Agenda. While in general the regulations seem ok and we support them. We find the following restrictions for billboards to be extremely unfair to all Gardner Kansas Commercial/Industrial Landowners:

1) Only allowing one billboard sign per parcel is EXTREMELY UNFAIR. Why does my company who agreed to be annexed into the City of Gardner in 2019, now be restricted to having only one billboard sign? These proposed regulations ALREADY restrict how close billboards can be to residential areas (no closer than 500 feet). These proposed regulations ALREADY require signs to be either 600 feet or 1000 feet from each other. These large limitations are adequate to keep Gardner, Kansas being overrun by billboards. There should be no limitation on the number of signs per property.

- 2) Requiring signs to have a set back of 50 feet from the I-35 right of way is not in the best of Gardner, Kansas. You are taking away commercial property which we can build roads or buildings on.
- 3) The purpose of billboard signs is so they can be seen by the traveling public. Limiting their height to 30 feet isn't reasonable.

On another topic, we would like to work with the City of Gardner to have a "Welcome to Gardner" in the corner of our property. Our property is the first property on I-35 in the City of Gardner as you approach from the south. Many cities have these and we have a perfect location for such a "Welcome to Gardner Kansas sign" on the corner of our property.

Thanks for your service to Gardner.

Sincerely,

Lynn Baker, Co-Owner

## Ron Stricker's Auction 790 North Center St Gardner, Kansas 913-963-3800

September 24th, 2021

City of Gardner Planning Office City of Gardner Planning Commission 120 E Main St, Gardner, KS 66030

#### **Dear Commissioners:**

I have been made aware that you may be considering a proposal to approve additional billboards on I-35. Please vote to approve more billboards signs on I-35 in the City of Gardner.

My company has used billboards to advertise and inform customers about our auction, and auctioneering services over the last 20 years. Billboards add value to businesses and organizations in the community. Thousands of people from other communities in Kansas and across the United States drive by our city each day. Additional billboards are one way to promote businesses and organizations in our city.

Sincerely,

Ron Stricker

Cell 913-963-3800



Exhibit provided to Planning Commission on 09-27-21

KANSAS CITY DIVISION 5725 Foxridge Drive Mission, KS 66202-2401 P.O. Box 220 Shawnee Mission, KS 66201-0220 913-362-3700 FAX: 918-994-3557

David Knopick, Community Development Director City of Gardner Kansas 120 E. Main St. Gardner, KS 66030

Dear David:

As you are aware, QuikTrip Corporation is building a new Travel Plaza in Gardner at 1-35 and Gardner Road. We understand that you are considering approving a change in your billboard rules to allow a few billboards within the Gardner City Limits both north and south of the Gardner Road Exit.

There is a challenge right now for our business finding available billboard space on I-35 both north and south of our location. For a location like the one we are building in Gardner, we have utilized billboard signage to inform the public about access to the services we provide. We would support your approval of adding a few billboard signs on I-35.

My email address is <a href="mailto:jacord@quiktrip.com">jacord@quiktrip.com</a> if I can be of assistance. Thank you for your consideration.

Sincerely,

Jason Acord

Director of Real Estate

#### Exhibit provided to Planning Commission on 09-27-21



1845 E Santa Fe Olathe, KS 66062 Parts: 855-890-2063

Service: 855-890-1832 www.olatheford.com

Sep 22, 2021

Mayor Steve Shute Mark Baldwin Kacy Deaton Randy Gregorcyk Tory Roberts **Todd Winters** 

Dear Gardner City Council Members:

For the last 33 years, Olathe Ford RV Center has worked to build our reputation as Kansas City's largest Recreational Vehicle Dealer. We strive to a responsible and supportive member of Gardner and Johnson County. We offer services which include sales, service, parts, accessories, storage, rentals, and body repairs. To grow and attract new customers, we have in the past and may potentially in the future use billboards signage. In particular, I-35 billboard signage would be valuable to growing our business.

We would support the Gardner City Council adding additional billboard signage and electronic billboards along I-35 within the city limits.

We appreciate the service and sacrifice you make to serve our community on the council. Thank you for your consideration.

Sincerely,

Jeremy McEver,



September 24, 2021

Mr. David Knopick Community Development Director 120 E Main St Gardner, KS 66030

Re: Billboard signage considerations for Interstate 35 corridor

Dear Mr. Knopick,

We were recently made aware of your consideration for the allowance of some billboard signage along the I-35 corridor between the 175<sup>th</sup> Street and Homestead Lane exits. As an employer based in Gardner, KS we are routinely seeking ways in which to advertise our career opportunities and open positions to the public. The high traffic count of commuters and travelers on the I-35 corridor presents an excellent opportunity to promote local business and career opportunities such as those offered at BCI Mechanical, Inc.

I would ask that the Planning Commission and further the Mayor and City Council please give due consideration to the allowance of a feasible number of billboards between these (2) entry and exit points. The ability to advertise career opportunities while passing through our great community would only help to further enhance our opportunities to grow our business, the community, and the services offered within.

Please feel free to contact me should you have any questions regarding my support for these billboards. I may be reached on cell at 913-207-7528.

Sincerely

Brandon Livingston, PE

President



2000 E. SANTA FE GARDNER, KS 66030

City of Gardner City Commissioner: Mayor Steve Shute 120 E Main Street Gardner, KS 66030

Dear Gardner City Commissioners:

I am writing to request your support of policies to add some additional billboards south of Gardner on Interstate 35. The restaurant business and all travel related industry has faced many challenges since mid-March 2020. These challenges will continue for the foreseeable future. We continue as an industry to adapt and evolve in order to survive in these challenging times.

As a company and franchisee, we have utilized and will continue to utilize billboard signage to promote our products to the travel public on I-35 in the Gardner area. Especially in these difficult times, we would strongly support any effort to add additional billboards on I-35 near Gardner. While we can understand that the city may not want large numbers of billboards, adding a few billboards would assist our business. As our business grows, there is a need to hire more local personnel to fill the job requirements.

We appreciate your time, commitment, and service to the Gardner, Kansas community. I can be reached at the number below if you have time to call.

Thank you.

Vince Walsh

Cyhawk Hospitality, Inc./Perkins Restaurant Outdoor Advertising Consultant Red Brick IN. LLC

## Brown Stone 3 Development, LLC 2955 SW Wanamaker Dr. Topeka, Kansas 66614 785.329.5420

Council Members: Mark Baldwin, Randy Gregorcyk, Rich Melton Tory Roberts, Todd Winters

**Mayor Steve Shute** 

Dear Gardner City Officials:

Our company is developing a commercial/retail project which will bring several new businesses to the Gardner Area at 175<sup>th</sup> Street and I-35. We understand you may be considering approving a sign overlay district which would add some new billboards to I-35 from the south.

An addition of billboards on I-35 would be very helpful to the new and existing businesses at the 175th street exchange. This effort has our full support.

Thank you for reading this letter.

Sincerely,

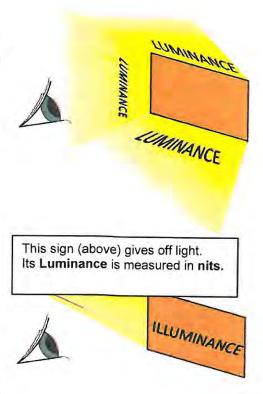
Johnny Brown

## Sign Brightness Measuring Sign Brightness

by Gregory Young

Apart from energy consumption, there are the important issues of light trespass and light pollution, which cause distraction, obscure stars in the night sky, and, like any other form of pollution, disrupt ecosystems and cause adverse health effects for humans and wildlife alike. Light trespass is measured in two ways: luminance or illuminance. *Luminance* (measured in nits 2) quantifies surface brightness, or the amount of light an object gives off. *Illuminance* (measured in footcandles 3) quantifies that amount of light which falls onto an object.

By either measure, digital signage can create significant problems. "During daylight, an unlit static billboard will have a brightness which "fits in" with its surroundings; it will not cause excessive distraction because of excessive luminance" (Carhart, 2010, p.4). But, to capture drivers' attention, digital signs must be set to very high luminance levels, as they are essentially competing with the sun, which has a luminance level of 6,500 nits. If this extreme brightness is not modulated to fit nighttime conditions, we face issues including very high energy consumption during the day, light pollution in the evening, and potential driver distraction at all times. The OAAA (Outdoor Advertising Association of America) has guidelines to address brightness limits, but they are not mandated.



This sign (above) is being lit by a light source. Its **Illuminance** is measured in **footcandles**.

<sup>&</sup>lt;sup>1</sup> Light trespass occurs when unwanted light enters one's property, for instance, by shining over a neighbor's fence. A common light trespass problem occurs when a strong light enters the window of one's home from the outside

<sup>&</sup>lt;sup>2</sup> Nit—term used to describe a metric unit of luminance. It it is defined as candela per square meter (cd/m<sup>2</sup>). The unit is based on the candela, the modern metric unit of luminous intensity; and the square meter.

<sup>&</sup>lt;sup>3</sup> Footcandle – Unit of light density incident on a plane (assumed to be horizontal unless otherwise specified), and measurable with an illuminance meter, a.k.a. light meter.

| Observed and Recommended Levels of  | 1  |  |
|---|--|--|
| Information Source  | Product type   | Luminance<br>(surface brightness)  |
| (C.tuginbuhi study)   | Typical Ambient Roadway Illumination                 | 1 Nit  |
| (C. Luginbuhl study)  | Typical Floodlit Biliboard                           | approximately 100 Nits   |
| Digital Billboards: New Regulations for New Technology by<br>Drew Carhart | Traditionally lit static billboards                  | 98% were under 150 Nits, 839<br>were under 100 Nits (Arizona<br>Study); 124 Nits average (Nev<br>York Study) |
| IESNA recommendations   | Recommendations for Digital Biliboard Luminance      | 250 Nits (day), 125 Nits (night)   |
| Outdoor Advertising Association of America (Ian Lewin Study)              | Recommendations for Digital Billboard Luminance      | 300-350 Nits suggested (study<br>based on light trespass<br>readings)  |
| Hewlett-Packard (Specifications)  | 47" LCD Digital Signage Display                      | 500 Nits   |
| Corn Digital (Specifications)   | 32" & 42" LCD Posters                                | 500 Nits (32")<br>700 Nits (42")   |
| Carhart study   | Daytime sky (sunny)                                  | 5,000-7,000 Nits   |
| Virginia Tech Transportation Inst.  | The Sun  | 6,500 Mits   |
| Senzen Top Technology Co., Ltd (specifications)                           | seires PH12 (14'x48' full-color LED billboard        | 8,000+ Nits  |
| raLED (Specifications)  | Series P20 full-color LED billboard (assorted sizes) | 8,500 Nits   |
| ProVIDEO Billboard Panels (specifications)                                | Series 1515-4, 14'x48' full-color LED billboard      | 11,000+ Nits   |
| Optec Displays (specifications)   | model 1248, 14'x48' full-color LED billboard         | 11,000+ Nits   |
| Optec Displays (specifications)   | model 2040-5, 14'x48' full-color LED billboard       | 11,000+ Mits   |

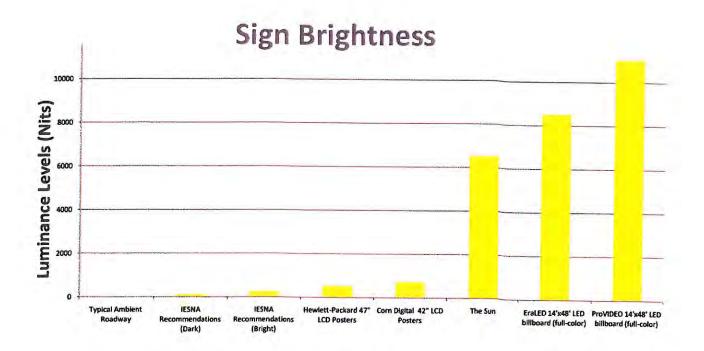
#### Limiting Sign Brightness

Proposed limits on sign brightness have caused much debate. Research provided by the Illuminating Engineering Society of North America (IESNA) states that drivers should be subjected to points of brightness no greater than 40 times the average brightness level of their general surroundings; this proportion is known as the contrast ratio. "As roadway lighting and automobile headlights provide ambient nighttime lighting levels of about one nit, this implies signage should appear no brighter than about 40 nits" (Luginbuhl, 2010, p.1). Surprisingly, the IESNA's own recommendations for signage luminance suggest limits between 250-1400 nits---greatly exceeding their stated maximum contrast ratio of 40:1.

The OAAA, has deemed 300-350 nits an acceptable level of night brightness. However, their guidance is based on the use of the IEEE standard for light trespass (IESNA-TM-11-00), when, for reasons of traffic safety and glare in drivers' eyes, it should have been based on IEEE's standard for roadway sign lighting (IESNA RP-19-01). Traditionally floodlit static billboards rarely exceed 100 nits; experts on both driver distraction and light pollution recommended that, as a means of compromise, the new technologies should not exceed this value. In many areas, including Philadelphia, brightness levels are currently unregulated, and many manufacturers publicize their signs' capabilities to reach up to 11,000 nits.

Digital signage advocates mention the horizontal louvers<sup>4</sup> included in many billboards as an effective measure to prevent light pollution. In reality, these louver systems were designed primarily to shade each diode from sunlight (thus increasing their prominence), not to limit nighttime glow.<sup>5</sup> As Luginbuhl states in "Lighting and Astronomy," horizontal light (that which is emitted between  $0^{\circ}$  and roughly  $\pm 20^{\circ}$ , and not restricted by horizontal louvers) contributes even more to skyglow than light emitted at higher angles. The effects of lower-angle lighting----such as that used to captivate approaching drivers-- are visible over a much broader area (Carhart, 2010).

A better option is to simply operate signs at less than maximum brightness. Not surprisingly, sign brightness and energy usage are directly related; beyond reducing light pollution and distraction, lowering luminance reduces total power consumption. One manufacturer experimented with running their digital displays at half-brightness; they were able to reduce power usage by nearly 40%, while maintaining full sign readability (Noventri, see in chart). Another option for reducing unnecessary brightness (and thus power usage) is to equip signs with sensors which automatically lower light output in accordance with atmospheric conditions. For example, sign brightness would mechanically be dimmed during dusk, early morning hours, or during cloudy or overcast weather. Again, OAAA does have guidelines for dimming, but they are not mandatory.



<sup>&</sup>lt;sup>4</sup> A **louver** is a slat that is angled to keep out rain, direct sunshine, etc. The angle of the slats may be adjustable or fixed.

<sup>&</sup>lt;sup>5</sup>Retrieved from http://www.optec.com

## PLANNING COMMISSION MEETING: OCTOBER 25, 2021 DRAFT MINUTES EXCERPT

1. Title 17 Gardner Land Development Code amendment- Off-site Signage (Public Hearing)

#### **STAFF PRESENTATION**

Mr. Knopick presented the information in the staff report for the proposed code amendments. The process was initiated by the Governing Body and introduced to the planning commission as well as reviewed by the city attorney. A public hearing was conducted on September 27, 2021, and the planning commission discussed revisions to incorporate into the draft amendments. The chapters impacted are 17.05 Zoning Districts and Use Standards and, 17.10 Sign Standards. Mr. Knopick provided an overview of the same staff presentation provided to the Planning Commission at its September 27, 2021 meeting. It was noted that the City of Gardner can be more restrictive but not less restrictive than state regulations but can be less or more restrictive than Johnson County regulations. Additionally, the following changes were made to the recommended amendments since the public hearing and Planning Commission discussion in September:

- 1) Removed references allowing principal use signs in the C-2 zoning district to clean up inconsistent references.
- 2) Removed limitation of 1 principal use sign per property. Per previous public hearing comments and Planning Commission discussion.
- 3) Clarified sign face display area of 750 square feet maximum by adding the phrase "facing the same direction."
- 4) Added an allowance to consider overall principal use sign heights greater than 30 feet, up to 50 feet, through the Conditional Use Permit process. Per previous public hearing comments and Planning Commission discussion. Also, specified that vertically stacked signs are subject to the Conditional Use Permit process as well.
- 5) Reduced the required setback distance from the I-35 right-of-way from 50 feet to 15 feet. Per previous public hearing comments and Planning Commission discussion.

Staff recommends holding a public hearing, discussing the proposed amendments, and making a recommendation to the Governing Body regarding the proposed amendments.

#### **PUBLIC HEARING**

Public Hearing opened by Planning Commission.

No one from the public spoke regarding this matter.

Public Hearing closed by Planning Commission.

#### **COMMISSION DISCUSSION**

Commissioner Ham thanked Mr. Knopick for including points brought up in the last meeting and appreciated the details provided. After hearing from the public last month and reading letters from business owners she is now in favor of the sign amendment changes.

Commissioner Jueneman asked if the 15ft setback distance would apply to the base or the sign entirety. Mr. Knopick confirmed the setback would start from the edge of the sign to the right of way line. The setback requirement allows for some room for the potential of some future right of way expansion or utility easement provision to occur without moving signs.

## PLANNING COMMISSION MEETING: OCTOBER 25, 2021 DRAFT MINUTES EXCERPT

Commissioner Cooper asked if the sign separation distance would take into consideration the location of the signs in Johnson County. Mr. Knopick stated that his preference is that the separation distance would apply to any existing signs along I-35 no matter the jurisdiction. But that signs approved by Johnson County in Johnson County would be subject to the manner in which the County applies its regulations. It is anticipated that this matter will likely be looked at on a case-by-case basis with advisement from the City Attorney in the future.

Motion made by Commissioner Meder and seconded by Commissioner McNeer to recommend approval of the proposed amendments to Title 17 Land Development Code as provided in the staff memo.

Motion passed 6-0.

Recording of the meeting can be found at: <a href="https://www.youtube.com/watch?v=CEj9MFcMf90">https://www.youtube.com/watch?v=CEj9MFcMf90</a>



#### **Community Development**

#### **MEMORANDUM**

**TO:** Gardner Planning Commission

FROM: David Knopick, Community Development Director

**DATE:** October 25, 2021

SUBJECT: Regular Item 1: Consideration of proposed Title 17 Land Development Code

amendments regarding off-site signage.

The following memo is the same as the content in the memo previously addressing this topic, dated September 27, 2021, except for the following changes to the recommended amendments:

- 1. Removed references allowing principal use signs in the C-2 zoning district in order to clean-up inconsistent references.
- 2. Removed limitation of 1 principal use sign per property. Per previous public hearing comments and Planning Commission discussion.
- 3. Clarified sign face display area of 750 square feet maximum by adding the phrase "facing the same direction."
- 4. Added an allowance to consider overall principal use sign heights greater than 30 feet, up to 50 feet, through the Conditional Use Permit process. Per previous public hearing comments and Planning Commission discussion. Also, specified that vertically stacked signs are subject to the Conditional Use Permit process as well.
- 5. Reduced the required setback distance from the I-35 right-of-way from 50 feet to 15 feet. Per previous public hearing comments and Planning Commission discussion.

#### **BACKGROUND**

Periodically the Governing Body or Planning Commission or staff, through the activities associated with the administration of Title 17 Land Development Code (LDC) of the Gardner Municipal Code, may identify the need to make text amendments to the LDC. The process to be used to consider and make such changes is prescribed as follows:

#### Section 17.03.110 Text Amendments

- A. **Applicability.** Text amendments to these regulations may be initiated by the Governing Body or the Planning Commission, or by staff on behalf of these entities.
- B. **Specific Procedures.** In addition to the general procedures in Table 3-1, and GMC <u>17.03.010</u>, applications for text amendments shall be processed according to the following specific procedures:
  - 1. Public Hearing. The Planning Commission shall hold a public hearing on all proposed amendments.
  - 2. Recommendations. Upon the conclusion of the public hearing, the Planning Commission shall prepare and adopt its recommendations in the form of a proposed development regulation and shall submit it with a record of the hearing to the Governing Body.

- 3. Action by the Governing Body. When the Planning Commission submits a recommendation of approval or disapproval of such amendment and the reasons therefor, the Governing Body may:
  - a. Adopt. Adopt such recommendation by ordinance,
  - b. Override. Override the Planning Commission's recommendation by at least a two-thirds vote of the membership of the Governing Body, or
  - c. Return. Return such recommendation to the Planning Commission with a statement specifying the basis for the Governing Body's failure to approve or disapprove. If the Governing Body returns the Planning Commission's recommendation, the Planning Commission after considering the same may resubmit its original recommendation giving the reasons therefor or submit new and amended recommendations. Upon the receipt of such recommendation, the Governing Body by a simple majority thereof may adopt or may revise or amend and adopt such recommendation by ordinance or it need take no further action thereon. If the Planning Commission fails to deliver its recommendation to the Governing Body following the Planning Commission's next regular meeting after receipt of the Governing Body's report, the Governing Body shall consider such course of inaction on the part of the Planning Commission as a resubmission of the original recommendation and proceed accordingly.
- 4. Publication. If the Governing Body approves an application, it shall adopt an ordinance to that effect, but the ordinance shall not become effective until its publication in the official newspaper. (Ord. 2518 § 2 (LDC § 3.11))

The Governing Body was approached by a sign provider, representing a local property owner, with an inquiry and proposal regarding the allowance of off-site advertising signage along the I-35 corridor in Gardner. Currently, the Gardner Land Development Code (LDC) does not allow off-site advertising per Section 17.10.050 Standards Applicable to All Signs:

K. Any sign with a business message shall be located on the site of the business activity.

As the Planning Commission is aware, *Section 17.03.110 Text Amendments* of the LDC states the text amendments to the LDC may be initiated by the Governing Body, the Planning Commission, or by staff. After listening to the inquiry and proposal, the Governing Body asked that planning staff look into potential amendments / changes to the LDC that would accommodate off-site advertising signage and staff has been working on draft amendments and changes for consideration by the Planning Commission and Governing Body per the procedures outlined in the LDC.

In order to help the Planning Commission familiarize itself with this topic, the following links are being provide for reference purposes:

#### City of Gardner Sign Standards (LDC Chapter 17.10):

https://www.codepublishing.com/KS/Gardner/#!/Gardner17/Gardner1710.html#17.10

## State of Kansas Department of Transportation *Advertising Signs In Kansas* brochure:

https://www.ksdot.org/Assets/wwwksdotorg/bureaus/burRow/ OutdoorAd/Advertising%2 OSigns%20in%20Kansas%20Brochure%2004%2019.pdf

(This brochure provides an overview of the state regulations related to off-site advertising along designated transportation corridors in Kansas including I-35. The standards and requirements of the state are the minimum standards that would be

applicable if off-site adverting signage were allowed in Gardner along the identified corridors. The applicable Kansas regulations can be found at: <a href="https://www.ksdot.org/Assets/wwwksdotorg/bureaus/burRow/PDF">https://www.ksdot.org/Assets/wwwksdotorg/bureaus/burRow/PDF</a> Files/KHACARev6.pd f )

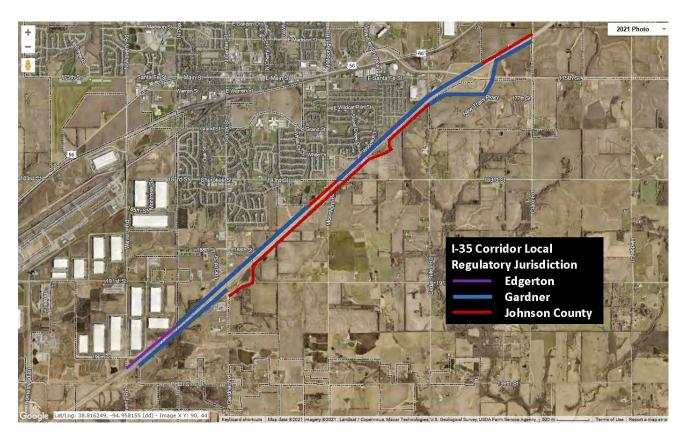
#### Johnson County Kansas Sign Regulations

https://www.jocogov.org/sites/default/files/documents/PLN/article 20.pdf Specifically – Section 6 C 2 c Outdoor Advertising Signs starting on page 20-8.

In addition to the local regulations and the current county and state regulations, there are court decisions (primarily having to do with sign content / messaging) that must be taken into consideration related to sign regulation within the City of Gardner.

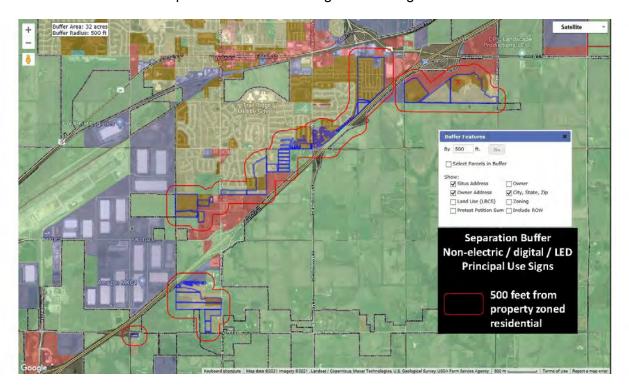
In consideration of the regulatory context and the framework of the LDC, staff has taken an approach that categorizes signs as ancillary or principal uses and is recommending the removal of the reference to messaging content. As a result of this approach the recommended amendments are focused on physical characteristics (e.g. setback, separation, height, dimensions, location, lighting, landscaping, etc.), as well as construction and maintenance standards which could also include special permitting / inspection requirements. The following items are provided as contextual / summary information for consideration of the proposed LDC amendments:

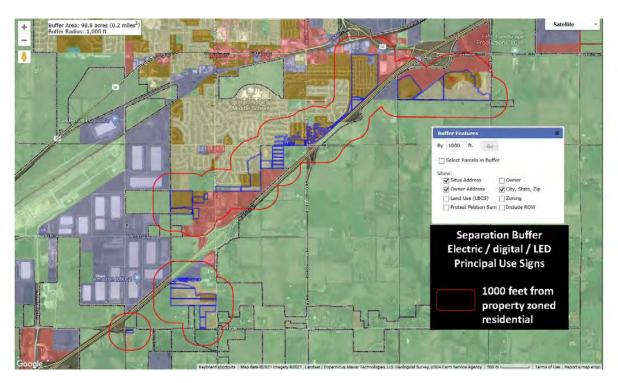
- 1. Two sign categories would be described as uses of property.
  - a. Ancillary signs associated with and supporting a principal or accessory use on the same property.
  - b. Principal use signs not associated with and supporting a principal or accessory use on the same property.
- 2. Principal use signs would only be allowed along the I-35 corridor. Approximately 5 miles (26,400 linear feet) of I-35 is located within or adjacent to the City of Gardner.
  - a. Eastside of I-35 property located along approximately 2.7 mi (14,256 feet) of the linear distance is regulated by the City of Gardner (in two segments: an area starting approximately .3 miles northeast of the 199<sup>th</sup> Street bridge to Gardner Road; and an area beginning near the start of the I-35 northbound off-ramp at 175<sup>th</sup> Street to Clare Road). The remainder of the linear distance on this side of I-35 is regulated by Johnson County.
  - b. Westside of I-35 property located along approximately 3.6 mi (19,008 feet) of the linear distance is regulated by the City of Gardner (in two segments: an area between the Edgerton City Limits to a point approximately .4 miles south of 183<sup>rd</sup> Street; and an area from 183<sup>rd</sup> Street to approximately the beginning of the I-35 southbound off-ramp of the 175<sup>th</sup> Street interchange) the remainder of the linear distance on this side of I-35 is regulated by Johnson County or the City of Edgerton.



- 3. Local regulations related to principal use signs cannot be less restrictive than the applicable state regulations along the I-35 corridor but can be more restrictive than the state regulations. Such signs would still be required to obtain a state permit / license and meet state regulations to which the local regulations are silent.
- 4. Regulations related to principal use signs in the City of Gardner can be less or more restrictive than applicable Johnson County regulations.
- 5. Principal use signs in Gardner would only be allowed in the C-3, M-1 and M-2 zoning districts. State regulations require that such sign be located in commercial or industrial zoning districts.
- 6. Principal use signs would only be allowed on property abutting / adjacent to the I-35 right-of-way in Gardner.
- 7. Principal use signs would not be allowed adjacent to interchange ramps, acceleration / deceleration lanes, and for 500 feet leading up to the start of the on-ramp deceleration lane and 500 feet beyond the end of an off-ramp acceleration lane.
- 8. Vehicular access would be provided in a manner that accommodates emergency vehicle access from the nearest public roadway other than I-35.
- 9. Principal use signs would be separated by a minimum of:
  - a. 600 linear feet between any non-electric / digital / LED sign and any other principal use sign along the I-35 corridor as measured along the center line of the I-35 rights-of-way.
  - b. 1000 linear feet between any electric / digital / LED sign and any other principal use sign along the I-35 corridor as measured along the center line of the I-35 rights-of-way.
- 10. Principal use sign dimensions and setbacks:
  - a. Sign face display area 750 square feet maximum facing the same direction
  - b. Sign face height 15 feet maximum
  - c. Sign face width 50 feet maximum

- d. Overall height 30 feet maximum (up to 50 feet with an approved Conditional Use Permit CUP)
- e. Setback from I-35 right-of-way 15 feet minimum
- 11. Principal use signs would be located away from property with residential zoning:
  - a. 500 foot separation for non-electric / digital / LED signs
  - b. 1000 foot separation for electric / digital / LED signs





#### PROPOSED AMENDMENTS

Draft language related to potential changes is provided below and organized by chapter. A summary paragraph associated with each chapter is provided in regard to the nature of the proposed amendments. After the summary paragraph the existing language from the LDC is provided in black font (language proposed to be removed is in red strikeout font) and proposed new language is provided in red font.

#### **CHAPTER 17.02 DEFINITIONS**

No changes are being recommended in this chapter. The current sign definition is being provided for reference purposes.

#### 17.02.010 Definitions

S

Sign means any device which shall display or include any letter, word, model, insignia, device, or representation used as, or which is in the nature of, an advertisement or announcement which directs attention to an object, product, place, activity, person, institution, organization, or business.

#### **CHAPTER 17.05 ZONING DISTRICTS AND USE STANDARDS**

The proposed language in this section is related to the identification and description of ancillary and principal use signs as part of the Communication and Utilities land use category associated with the Use Table. The language provided below has been reviewed by the City Attorney.

#### 17.05.030 General Use Standards

A. **Permitted Uses.** In order to implement the intent of each zoning district, facilitate complementary transitions between districts, and to regulate a variety of compatible uses within zoning districts, use categories and general uses have been established for principal uses of land and buildings. Table 5-2 indicates permitted uses (P) subject to general district and building type standards, permitted accessory uses (A) subject to specific accessory use standards, temporary uses (T) subject to limited permits, and conditional uses (C) subject to the discretionary review process in GMC <u>17.03.050</u>. All uses may be subject to more specific standards, limitations and performance criteria as identified by an asterisk in Table 5-2 and in GMC <u>17.05.040</u>, <u>17.05.050</u> and Chapter <u>17.11</u> GMC. Use categories, general uses and specific types of uses are more specifically described in subsection (B) of this section.

| Table 5-2: Use Table                      |   |      |         |         |         |         |         |          |                          |          |         |         |         |         |         |     |
|---|---|------|---------|---------|---------|---------|---------|----------|--------------------------|----------|---------|---------|---------|---------|---------|-----|
|   |   | side | ntia    | al D    | istr    | icts    | •       |          | Nonresidential Districts |          |         |         |         |         |         |     |
|   | Α | RE   | R-<br>1 | R-<br>2 | R-<br>3 | R-<br>4 | R-<br>5 | RM-<br>P | C-<br>O                  | CO-<br>A | C-<br>1 | C-<br>2 | C-<br>3 | M-<br>1 | M-<br>2 | REC |
| COMMUNICATIONS AND UTILITIES              | _ |      |         |         |         |         |         |          |                          |          |         |         |         |         |         |     |
| Signs, Ancillary (See Sign Standards)     | Α | Α    | Α       | Α       | Α       | Α       | Α       | Α        | Α                        | Α        | Α       | Α       | Α       | Α       | Α       | Α   |
| Signs, Principal Use (See Sign Standards) |   |      |         |         |         |         |         |          |                          |          |         |         | Р       | Р       | Р       |     |

B. **Description of Uses.** This subsection contains general descriptions associated with the use of land and buildings organized by categories and types, and enabled by zoning districts in Table 5-2. Where a proposed use is not generally listed or appears to meet the description of more than one use type, the Director shall make an interpretation on the most relatively equivalent described use considering (1) the similarity of the use in terms of scale, impact and operations to other described uses; (2) the typical building formats and site designs associated

with the use from existing examples; and (3) the potential contribution of the use and typical formats to the intent of the zoning district. Any use that may not be interpreted as relatively equivalent to a use described in this section or the use table are not anticipated by these regulations and may only be allowed by a text amendment.

#### **COMMUNICATIONS AND UTILITIES**

The Communications and Utilities category is for buildings, structures, or other physical infrastructure improvements that provide essential public services or support the communication / distribution of information.

Signs, Ancillary – Signs associated and supporting a principal or another accessory use located on the same property.

Signs, Principal Use - Signs that are not associated with another principal or accessory use located on the same property.

#### **CHAPTER 17.10 SIGN STANDARDS**

The proposed language in this section provides the physical parameters for ancillary and principal use signs. The primary focus in this chapter is the creation of Table 10-3: Principal Use Sign Allowances and associated standards related to sign type, lighting, and construction / maintenance. Additionally, the current reference to business messaging is recommended to be removed.

#### 17.10.040 Sign Allowances

The following sign allowances apply to zoning districts or groups of zoning districts as the basic standard. Other restrictions in this section, or other regulations, may operate to further reduce the basic sign allowances within each zoning district.

A. Ancillary Signs. Signs supporting a principal or accessory use located on the same property are subject to the allowances in Table 10-2.

Table 10-2: Ancillary Sign Allowances

|                       | Residential, Agriculture and REC<br>Districts   | C-O, CO-A and C-1   | C-2, C-3, M-1 and M-2   |
|-----------------------|---|---|---|
| Wall Signs            | For permitted principal nonresidential or multi-family uses:  • Number – 2 signs per facade  • Total Area Allowance – 5% of facade area maximum  • Size – 24 s.f. per sign maximum                        | <ul> <li>Number – 1 sign per tenant with exterior entrance (multi-tenant building); otherwise 3 signs per facade maximum</li> <li>Total Area Allowance – 1.5 s.f. per each 1 linear foot of building frontage</li> <li>Size – 32 s.f. per sign maximum</li> </ul> | <ul> <li>Number – 2 signs per tenant with exterior entrance (multi-tenant building); otherwise 4 signs per facade maximum</li> <li>Total Area Allowance – 10% of facade area maximum</li> </ul> |
| Freestanding<br>Signs | For permitted nonresidential uses, or any residential project over 5 acres:  • Number – 1 monument sign per street frontage for nonresidential uses OR per entrance for residential projects over 5 acres | <ul> <li>Number – 1 sign per lot</li> <li>Size – 25 s.f. per sign maximum</li> <li>Height – Monument design</li> </ul>  | <ul> <li>Number – 1 sign per each 200' of street frontage; maximum of 3 signs per lot</li> <li>Separation – At least 100' between signs</li> </ul>  |

#### Table 10-2: Ancillary Sign Allowances

## Residential, Agriculture and REC Districts

### C-O, CO-A and C-1

#### C-2, C-3, M-1 and M-2

- Size 24 s.f. per sign maximum at the minimum of 10' from property line; additional 8 s.f. per each additional 10' setback, to maximum of 48 s.f. per sign
- setback, to maximum of 48 s.f. per sign

   Height Monument design
  required; 6' high maximum

  Exception: Any residential project more
  than 10 acres may allocate this
  allowance into multiple signs, 8 s.f. or
  less, provided it is part of a streetscape
  plan/public amenity program with signs
  integrated into streetscape structures in
  common areas at intersections
  throughout neighborhoods.

required; 6' high maximum

- Setback 10' minimum setback from all right-of-way and lot lines
- Total Area Allowance 1 s.f. per each 2 linear feet of street frontage
- Size 25 s.f. per sign maximum at the minimum of 10' from property line; additional 10 s.f. per each additional 5' setback, to maximum of 65 s.f. per sign
- Height Monument design required; 6' high maximum; and an additional 2' in height for each additional 5' setback up to 15' maximum height
- Setback 10' minimum setback from all right-of-way and lot lines Exception: Signs within 1,000' of the interstate may be pole signs up to 75' high maximum, and up to 300 s.f., per sign maximum if used in lieu of one other wall or freestanding sign.

#### Temporary Signs

- Freestanding:
- Total Area Allowance 1 s.f. per each 5 linear feet of street frontage
- Size 9 s.f. per sign maximum; 24 s.f. for lots 5 acres or more
- Height 6' high maximum
- Separation At least 25' between signs
- Wall:
- Number 2 signs per facade
- Total Area Allowance 5% of facade area maximum
- ∘ Size 8 s.f. per sign maximum
- Total combined display time 90 days per calendar year per lot Exemption from permit: 4 s.f. per sign maximum, but still counts to total area allowance and must meet all other temporary standards.

- Freestanding:
- Total Area Allowance 1 s.f. per each 5 linear feet of street frontage
- Size 32 s.f. per sign maximum
- Height 6' high maximum within the right-ofway and within 10' of the right-of-way; if setback is greater than 10' from the right-of-way, an additional 2' in height for each additional 5' setback up to 15' maximum height
- Separation At least 70' between signs
- Wall:
- Number 2 signs per facade
- Total Area Allowance 5% of facade area maximum
- ∘ *Size* 32 s.f. per sign maximum
- Total combined display time 90 days per calendar year per lot

Exemption from permit: 4 s.f. per sign maximum, but still counts to total area allowance and must meet all other temporary standards.

Exception: Temporary signs may exceed these limits if it is in place of any other permitted sign to allow for a new business during an interim period not to exceed 90 days, and subject to all other limits of the substituted sign type.

Table 10-2: Ancillary Sign Allowances

|                         | Residential, Agriculture and REC Districts  | C-O, CO-A and C-1  |
|-------------------------|---|--|
| Pedestrian<br>Sign      | For permitted nonresidential use:  • Number – 1 sign per each public entrance  • Height – 6' high maximum and within 30' of entrance if mounted on the ground  • Size – 6 s.f. per sign maximum | Number and Size – 1 sign per each public building entrance; 8 s.f. per sign maximum; and within 20 feet of entrance AND     Number and Size – 1 sign per each 25 linear feet of building frontage; 6 s.f. per sign maximum Exemption: Portable pedestrian signs or any pedestrian sign mounted on a building that projects into the right-of-way are exempt from right-of-way prohibition in C-1 district AND on any street designed to Activity Street specs per subdivision design standards. Portable pedestrian signs shall meet GMC 17.10.060(B). |
| Internal<br>Ground Sign | Not applicable  | <ul> <li>Number – 1 sign per each 5,000 square feet of lot</li> <li>Size – 4 s.f. per sign maximum; up to 12 s.f. per sign for lots or parcels over 5 acres and if set back at least 50' from public right-of-way or lot lines</li> <li>Height – 3' high maximum; up to 5' high maximum for signs on lots or parcels over 5 acres and if set back at least 50' from the right-of-way or lot lines</li> </ul>   |

(Ord. 2584 § 1; Ord. 2518 § 2 (LDC § 10.04))

B. **Principal Use Signs.** Signs are a principal use of property when the sign is not considered to be ancillary to another principal or accessory use on the same property and are subject to the allowances in Table 10-3 and the standards listed below.

**Table 10-3: Principal Use Sign Allowances** 

|                    | Residential,<br>Agriculture and<br>REC Districts | C-O, CO-A, C-1<br>and C-2 | C-3, M-1 and M-2   |
|--------------------|--|---------------------------|--|
| Freestanding Signs | Not Allowed                                      | Not Allowed               | <ul> <li>Location – on parcels abutting the I-35 right-of-way only; not allowed adjacent to an I-35 on-ramp or off-ramp for the extended distance of 500 feet prior to the beginning of the deceleration lane or 500 feet beyond the end of the acceleration lane of I-35 on / off ramps</li> <li>Vehicular Access – must be provided from the nearest public road right-of-way (other than I-35) and constructed with a dust free surface to a standard that accommodates emergency vehicle access to the sign location.</li> <li>Separation –         <ul> <li>For non-electronic / digital / LED signs 600 feet of separation distance from any other principal use sign located on either side of I-35 as measured along the centerline of the I-35 right-of-way from a</li> </ul> </li> </ul> |

Table 10-3: Principal Use Sign Allowances

| Residential,<br>Agriculture and<br>REC Districts | C-O, CO-A, C-1<br>and C-2 | C-3, M-1 and M-2   |
|--|---------------------------|--|
|  |                           | point opposite any edge of a principal use sign and perpendicular to the centerline of I-35  • For electronic / digital / LED signs 1000 feet of separation distance from any other principal use sign located on either side of I-35 as measured along the centerline of the I-35 right-of-way from a point opposite any edge of a principal use sign and perpendicular to the centerline of I-35  • Total Area Allowance — 750 total square feet of sign display area facing the same direction  • Size — Height of sign face 15 feet or less; Width of sign face 50 feet or less  • Height — Overall height 30 feet or less; Conditional Use Permit required for heights greater than 30 feet up to 50 feet and for vertical stacking of signs  • Setback - 15 feet from the I-35 right-of-way; For non-electronic / digital / LED signs 500 feet from any residentially zoned property; For electronic / digital / LED signs 1000 feet from any residentially zoned property |

Standards Applicable to Principal Use Signs (in addition to other sections of the Gardner Land Development Code)

- 1. Sign Type
  - a. Monument subject to the standards identified in Section 17.10.060 A of the Gardner Land Development Code.
  - b. Pole subject to the standards identified in Section 17.10.060 F of the Gardner Land Development Code.
- 2. Lighting
  - a. No flashing, intermittent or moving lights
  - b. Direct / Indirect lighting sources shall be shielded in a manner that directs light to the sign face only, prevents the light source from being visible when looking at the sign and prevents glare.
  - c. Electronic / Digital / LED signs must display a static image for a minimum of 10 seconds between changes in display and no more than two seconds for transitions. No scrolling, flashing or animated transitions shall occur. Automatic dimming controls shall limit the illumination to no more than 500 nits at the sign surface at night or during low light times, and no more than 5,000 nits at the brightest daylight period.
- 3. Construction / Maintenance -
  - An initial building / sign permit is required and plans provided with applications for permitting such sign shall be certified by a licensed engineer registered in the State of Kansas.
  - b. Construction shall be in accordance with industry-wide standards and the adopted building regulations of the City of Gardner.

- c. Maintenance activities shall ensure that the sign is structurally sound and in good condition and that the property is maintained in compliance with the adopted regulations of the City of Gardner.
- d. Sign permits for such signs shall be renewed every 5 years though the filing of a sign permit renewal application and a certified inspection report provided by a licensed engineer registered in the State of Kansas verifying the sign is structurally sound and in good condition.
- 4. Conditional Use Permit (CUP) Required principal use sign applications with the following characteristics are subject to the CUP review and approval process outlined in Section 17.03.050 of Title 17 Land Development Code of the Gardner Municipal Code:
  - a. Height above 30 feet to 50 feet maximum
  - b. Vertical stacked signs
- 5. The sign shall be subject to meeting all other applicable state and federal regulations, including but not limited to the Kansas Highway Beautification Highway Advertising Control Act of 1972, K.S.A. 68-2231 *et seq.*, as amended, and the United States Highway Beautification Act of 1965, 23 U.S.C. 133, as amended. Each sign shall be permitted by the State of Kansas in accordance with K.S.A. 68-2236, as amended. In the event that an application for placement of a principal use sign is made prior to the applicant obtaining a permit from the State, any approval shall be conditioned upon the applicant subsequently obtaining a State permit.

#### 17.10.050 Standards Applicable to All Signs

K. Any sign with a business message shall be located on the site of the business activity.

#### 17.10.070 Planned Districts

Projects proposed and approved through the planned development process may propose a specific sign package. The sign package shall be based on the intent, types of signs, and standards of this chapter, but the City may approve deviations to these standards through the review process and criteria of planned development districts. Any planned development not proposed and approved with a sign plan noting specific deviations shall be subject to these standards. (Ord. 2518 § 2 (LDC § 10.07))

#### **ACTION / RECOMMENDATION**

Planning Commission shall conduct a public hearing, as published, per Section 17.03.110 in order to consider public comment related to the proposed text amendments. After closing the public hearing the Planning Commission shall discuss the proposed amendments and make a motion to recommend one of the following:

- 1. Approval of the proposed amendments as presented, or
- 2. Approval of the proposed amendments with modifications, or
- 3. Disapproval of the proposed amendments.

#### **COUNCIL ACTION FORM**

#### **New Business Item No. 1**

MEETING DATE: NOVEMBER 15, 2021

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

**Agenda Item:** Consider adopting a resolution amending Resolution No. 2079 to

authorize an increase in the cost of improvements to certain main trafficways financed through the issuance of general obligation bonds

**Strategic Priority:** Promote Economic Development; Infrastructure and Asset Management;

Fiscal Stewardship; Quality of Life

**Department:** Finance

#### Staff Recommendation:

Staff recommends adopting a resolution amending Resolution No. 2079 to authorize an increase in the cost of improvements to certain main trafficways financed through the issuance of general obligation bonds.

#### **Background/Description:**

On March 1<sup>st</sup> 2021, the City Council passed Resolution No. 2079 authorizing the City to construct certain main trafficways and authorizing the issuance of General Obligation Bonds in an amount not to exceed \$2,210,000.

On November 1, 2021, the City Council passed Resolution No. 2095 providing the authority to award the contract with KDOT and the commitment of City funds for the US-56 Reconstruction Project. The total project cost was estimated at \$7,138,126 and the City's portion of the cost was estimated at \$2,653,126.

The proposed resolution amends Resolution No. 2079 and formally identifies the issuance of an amount not to exceed \$2,745,000 in General Obligation Bonds as the financing method and indicates the City's intent to reimburse itself for the improvements ("the Project") from the proceeds of the bonds in compliance with IRS regulations.

#### **Financial Impact:**

The City plans to issue general obligation bonds in the amount of \$2,745,000 to finance its portion of the project. The City's portion of the costs will be initially financed with cash until General Obligation Bonds are issued for permanent financing. The Special Highway Fund will transfer funds annually to the Bond & Interest Fund to cover annual debt service.

#### **Attachments:**

Resolution No. 2096

#### **Suggested Motion:**

Adopt Resolution No. 2096, a resolution amending Resolution No. 2079 of the City of Gardner, Kansas to authorize an increase in the cost of improvements to certain main trafficways financed through the issuance of general obligation bonds of the City, all pursuant to K.S.A. 12-685 *et seg*.

#### **RESOLUTION NO. 2096**

A RESOLUTION AMENDING RESOLUTION NO. 2079 OF THE CITY OF GARDNER, KANSAS, TO AUTHORIZE AN INCREASE IN THE COST OF IMPROVEMENTS TO CERTAIN MAIN TRAFFICWAYS FINANCED THROUGH THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY, ALL PURSUANT TO K.S.A. 12-685 ET SEQ.

**WHEREAS**, pursuant Resolution No. 2079 of the City of Gardner, Kansas (the "City"), adopted on March 1, 2021, the Governing Body of the City authorized the construction of certain improvements to Main Street from Sycamore Street to Old 56 Highway within the City (collectively, the "Main Trafficway Improvements"), under the authority of K.S.A. 12-685 *et seq.*, as amended (the "Act");

**WHEREAS**, pursuant to Resolution No. 2079, the Governing Body of the City further authorized that costs of the Main Trafficway Improvements in an amount not to exceed \$2,210,000 be financed through the issuance of general obligation bonds of the City, with the balance of the costs of such improvements paid from other available funds; and

**WHEREAS**, the estimated costs of the Main Trafficway Improvements have increased, and the Governing Body of the City now finds it necessary and desirable to amend Resolution No. 2079 to increase the costs of such improvements which are authorized to be financed through the issuance of general obligation bonds of the City to an amount not to exceed \$2,745,000, with the balance of such costs paid from other available funds of the City;

## NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARDNER, KANSAS:

**Section 1.** Pursuant to the Act, Resolution No. 2079 of the City is hereby amended by replacing the fourth recital paragraph thereof in its entirety with the following:

WHEREAS, it is necessary and desirable to pay the City's contribution to the cost of the Main Trafficway Improvements in an amount not to exceed \$2,745,000 through the issuance of general obligation bonds of the City, with the balance of the cost of such improvements paid from other available funds;

- **Section 2.** Pursuant to the Act, Resolution No. 2079 of the City is further amended by replacing Section 2 thereof in its entirety with the following:
  - **Section 2.** For the purpose of providing funds to pay a portion of the cost of the Main Trafficway Improvements, the City authorizes the issuance of its general obligation bonds in an aggregate amount not to exceed \$2,745,000 pursuant to the Act.
- **Section 3.** This Resolution shall be in full force and effect from and after its adoption by the Governing Body of the City.

**ADOPTED** by the Governing Body of the City of Gardner, Kansas, on November 15, 2021.

#### CITY OF GARDNER, KANSAS

|            | By    |  |
|------------|-------|--|
|            | Mayor |  |
| (Seal)     |       |  |
| Attest:    |       |  |
| City Clerk |       |  |